



# UPDATED AGENDA

## OCONEE COUNTY COUNCIL MEETING

### September 3, 2019

### 6:00 PM

Council Chambers, Oconee County Administrative Offices  
415 South Pine Street, Walhalla, SC

#### Call to Order

**Public Comment Session** *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

#### Council Member Comments

#### Moment of Silence

#### Invocation by County Council Chaplain

#### Pledge of Allegiance to the Flag of the United States of America

#### Approval of Minutes

- August 20, 2019 Regular Minutes

#### Administrator Comments

**Presentation to Council** *[Presentation limited to a total of ten (10) minutes]*

- Update on Crime Data for Oconee County / *Sheriff Mike Crenshaw, Oconee County Sheriff's Office*

#### Public Hearings for the Following Ordinances

**Ordinance 2019-18** "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND TRI-COUNTY ENTREPRENEURIAL DEVELOPMENT CORPORATION AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 104 BROWN SQUARE DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO."

**Ordinance 2019-19** "AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION AT THE OCONEE INDUSTRY AND TECHNOLOGY PARK; AND OTHER MATTERS RELATED THERETO."

#### Third Reading of the Following Ordinances

**Ordinance 2019-18** *[see caption above]*

**Ordinance 2019-19** *[see caption above]*

#### Second Reading of the Following Ordinances

**Ordinance 2019-21** "AN ORDINANCE AUTHORIZING THE EXECUTION AND

DELIVERY OF AN AMENDED FEE AGREEMENT BETWEEN OCONEE COUNTY AND ACI PLASTICS SOUTH, LLC, INCLUDING THE INCLUSION OF ACI PROPERTIES SOUTH, LLC, AND GREENCYCLE U.S. HOLDING, INC. AS CO-SPONSORS, AND AMENDING THE FEE AGREEMENT DATED AS OF OCTOBER 1, 2014; AND OTHER MATTERS RELATED THERETO.”

### **First Reading of the Following Ordinances**

**Ordinance 2019-20** “AN ORDINANCE AUTHORIZING AND CONSENTING TO OR RATIFYING THE ASSIGNMENT AND ASSUMPTION OF AN INTEREST IN THAT CERTAIN FEE AGREEMENT DATED AS OF MARCH 1, 2008, SUCH ASSIGNMENT FROM LIFT, LLC, AND SUCH ASSUMPTION BY LIFT TECHNOLOGIES, INC., AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT MEMORIALIZING SUCH ASSIGNMENT AND ASSUMPTION, AND CONSENT OR RATIFICATION, AND AN AMENDMENT TO THE FEE AGREEMENT; AND OTHER MATTERS RELATED THERETO.”

### **First & Final Reading for the Following Resolutions**

**Resolution 2019-17** “A RESOLUTION APPOINTING AND COMMISSIONING MICHAEL A. STEVENS AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.”

**Resolution 2019-18** “A RESOLUTION APPOINTING AND COMMISSIONING AMANDA R. ISLER AS A CODE ENFORCEMENT OFFICER (PARK RANGER) FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.”

### **Discussion Regarding Action Items**

**Request for Council’s approval to commit matching funds, not to exceed \$63,766.00 toward the Federal Aviation Administration (FAA) Airport Grant Offer for Airport Improvement Project (AIP) No. 3-45-0016-026-2019 and authorize the County Administrator to accept and execute the corresponding FAA Grant Offer / Oconee County Airport / Approximately \$63,766.00**

The total amount of the West Terminal Apron Expansion Site Prep project is \$1,275,316.00. The FAA offers and agrees to pay ninety (90) percent of the allowable costs incurred accomplishing this Project, up to \$1,147,784.00. Oconee County’s matching share of Grant 3-45-0016-026-2019 is five (5) percent of the costs of the West Terminal Apron Expansion Site Prep Project, or approximately \$63,766.00. The South Carolina Aeronautics Commission (SCAC) will match the remaining five (5) percent.

***Funding for this project will be sourced from the Oconee County Capital Projects Fund (012 Fund)***

It is the staff’s recommendation that Council authorize County Administrator Amanda Brock to accept and execute the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-026-2019 and commit approximately \$63,766.00 in matching funds.

**Request for Council’s approval to commit matching funds, not to exceed \$60,374.00 toward the Federal Aviation Administration (FAA) Airport Grant Offer for Airport Improvement Project (AIP) No. 3-45-0016-025-2019 and authorize the County Administrator to accept and execute the corresponding FAA Grant Offer / Oconee County Airport / Approximately \$60,374.00**

The total amount of the Mt. Nebo Church Road Relocation Project will be \$1,207,469.00. The FAA offers and agrees to pay ninety (90) percent of the allowable costs incurred accomplishing this Project, up to \$1,086,721.00. Oconee County’s matching share of Grant 3-45-0016-025-2019 is five (5) percent of the costs of the (Mt.) Nebo Church Road Relocation Project, or approximately \$60,374.00. The South Carolina Aeronautics Commission (SCAC) will match the remaining five (5) percent.

***Funding for this project will be sourced from the Oconee County Capital Projects Fund (012 Fund)***

It is the staff’s recommendation that Council authorize County Administrator Amanda Brock to accept and execute the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-025-2019 and commit approximately \$60,374.00 in matching funds.

**Request for Council’s approval to commit matching funds, not to exceed \$105,089.18, toward the Federal Aviation Administration (FAA) Airport Grant Offer, approve the award of bid ITB 18-06 to J. Davis Construction, Inc. in the amount of \$2,101,783.46, with a contingency of \$210,178.34, and authorize the County Administrator to approve any change orders within the contingency amount, if necessary / Oconee County Airport / \$105,089.18**

**Budget:** \$105,089.18 / **Project Cost:** \$105,089.18 / **Balance:** \$0.00  
***Funding will be sourced from Fund 260 – Road Maintenance Millage***

This construction contract consists of furnishing all labor, materials and equipment for the demolition of Nebo Church Road, the construction of the realigned Nebo Church Road and the site preparation for the future concrete apron for the West apron at the Oconee County Regional Airport. Currently, vehicles traversing the elevated terrain on Nebo Church road pose variable part 77 (Objects affecting navigable airspace) penetration affecting aircraft arriving Runway 7 and departing Runway 25. Nebo Church Road is an obstruction as per the South Carolina Aeronautics and a liability for the County. On peak traffic days, the Oconee Airport runs out of apron space to park aircraft; thus poses the need for preparations to extend the west apron.

It is the staff’s recommendation that Council [1] approve the award of bid ITB 18-06 to J. Davis Construction, Inc., of Westminster, SC in the amount of \$2,101,783.46, with a 10% contingency of \$210,178.34 for a total award of \$2,311,961.80 and [2] authorize the County Administrator to approve any Change Orders within the contingency amount.

Council’s meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council’s Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council’s agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council’s agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council’s Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council’s rules.

## Council Committee Reports

Planning & Economic Development / Mr. Cain.....[06/04/2019 & 8/20/2019]

Real Estate, Facilities, & Land Management / Mr. Davis.....[06/04/2019]

Law Enforcement, Public Safety, Health & Welfare / Mr. McCall.....[07/16/2019]

## Board & Commission Appointments *(IF ANY)* [Seats listed are all co-terminus seats]

**\*Building Codes Appeal Board.....1 At Large Seats**

**\*No questionnaires on file for the seat listed above**

## Unfinished Business [to include Vote and/or Action on matters brought up for discussion, if required]

[None scheduled.]

## New Business [may include items which may be scheduled for final action at a future meeting, if required]

[None scheduled.]

## Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

*For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:*

*[1] Discuss personnel matter related to complaint of citizen, Donald Sears, against the County Administrator.*

*[2] To discuss Oconee County Property Preservation and Conservation of land.*

## Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**ORDINANCE 2019-18**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND TRI-COUNTY ENTREPRENEURIAL DEVELOPMENT CORPORATION AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 104 BROWN SQUARE DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, Oconee County, South Carolina (“County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and,

**WHEREAS**, Tri-County Entrepreneurial Development Corporation (“TCEDC”), a non-profit corporation organized and existing under the laws of the State of South Carolina, desires to lease from County certain real property located at 104 Brown Square Drive, Walhalla, South Carolina (the “Premises”); and,

**WHEREAS**, it is the desire of County to lease the Premises to TCEDC pursuant to the Real Property Lease Agreement (the “Lease”) attached hereto as Exhibit A; and,

**WHEREAS**, the Oconee County Council (“Council”) has reviewed the form of the Lease and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

**NOW THEREFORE**, be it ordained by Council in meeting duly assembled that:

**Section 1. Lease Approved.** The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit A.

**Section 2. Related Documents and Instruments; Future Acts.** The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of County.

**Section 3. Severability.** Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of

competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

**Section 4. General Repeal.** All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

**Section 5. Effective Date.** This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this \_\_\_\_ of \_\_\_\_\_, 2019.

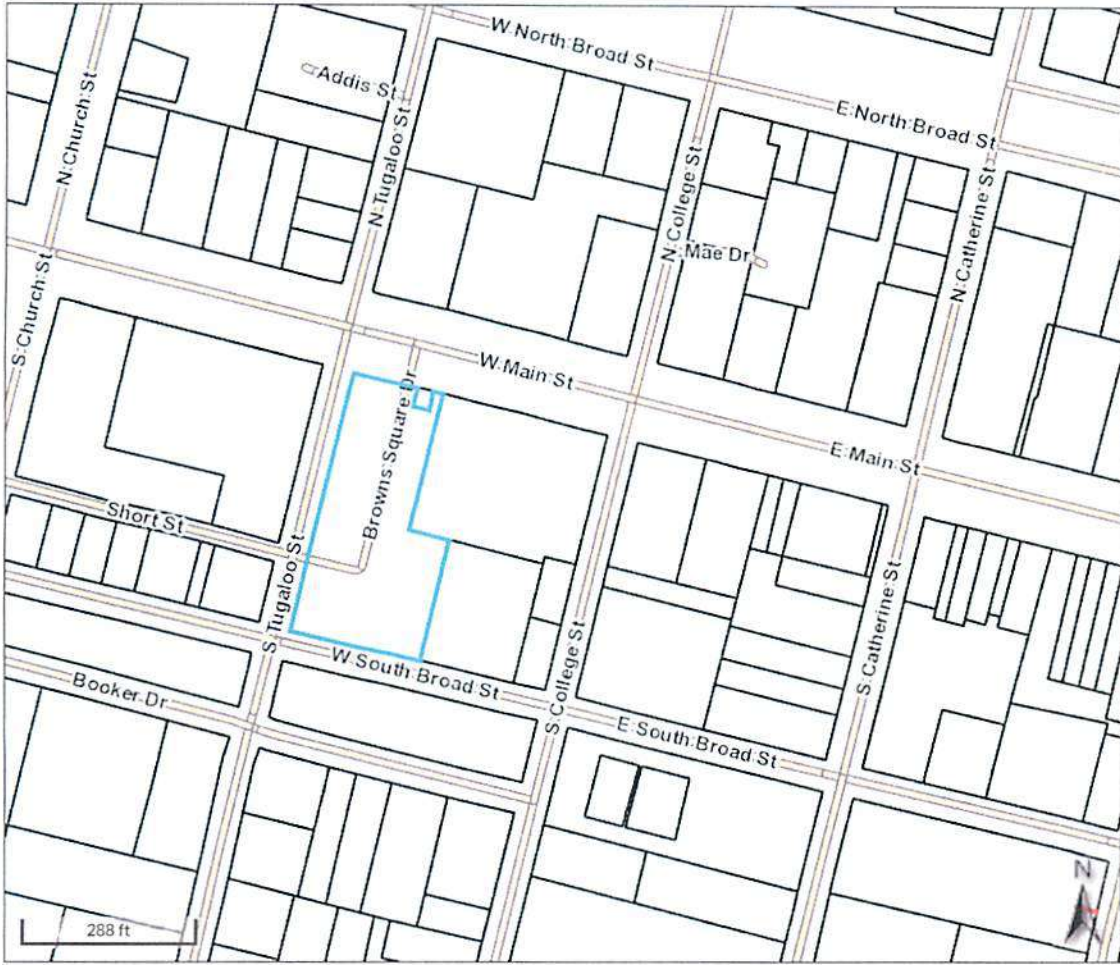
**ATTEST:**

\_\_\_\_\_  
Katie Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
Julian Davis, III  
Chair, Oconee County Council

First Reading: July 16, 2019  
Second Reading: August 20, 2019  
Third Reading: September 3, 2019  
Public Hearing: September 3, 2019

EXHIBIT A



Parcel ID 500-15-14-007

Owner OCONEE COUNTY  
Address 415 S PINE ST  
WALHALLA, SC  
296910000

*EXHIBIT A to Ordinance 2019-18*

**REAL PROPERTY LEASE AGREEMENT**

between

**THE COUNTY OF OCONEE, SOUTH CAROLINA**

as Lessor

and

**TRI-COUNTY ENTREPRENEURIAL DEVELOPMENT CORPORATION**

as Lessee



## **REAL PROPERTY LEASE AGREEMENT**

**THIS REAL PROPERTY LEASE AGREEMENT** (“Lease”) is made and entered into by **THE COUNTY OF OCONEE, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina, as lessor (“Lessor”) and **TRI-COUNTY ENTREPRENEURIAL DEVELOPMENT CORPORATION**, a non-profit corporation organized and existing under the laws of the State of South Carolina, as lessee (“Lessee”), dated as of \_\_\_\_\_, 2019 (the “Lease Commencement Date”).

### **RECITALS:**

**WHEREAS**, Lessor is the owner of that certain real property, including all improvements thereon, located at 104 Brown Square Drive, Walhalla, South Carolina, as shown and designated on Exhibit A, attached hereto and incorporated herein by reference (“Lessor’s Property”); and,

**WHEREAS**, Lessor desires to lease a portion of Lessor’s Property to Lessee, as shown on Exhibit B, attached hereto and incorporated herein by reference (the “Premises”), and Lessee desires to lease the Premises from Lessor; and,

**WHEREAS**, Lessee desires to lease the Premises from Lessor in order to make the Premises available for the following “Permitted Uses”: occupancy and/or use by certain entrepreneurial and start-up businesses at rates and on terms not otherwise commercially available to such businesses in order to increase the likelihood of success for such businesses, thereby furthering the economic development and improvement of the local economy through further growth and expansion of such businesses, as well as related businesses which they may support, and by way of job creation, all for the general public good.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

### **ARTICLE 1 - DEMISE OF PREMISES**

Section 1.1. Premises. Lessor, for and in consideration of the rents, covenants, and conditions herein set forth, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises, subject to all easements, restrictions, rights of way, and encroachments of record and subject to the terms, conditions, and provisions hereof.

Section 1.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein provided and observing and keeping the covenants, conditions, and terms of this Lease on Lessee’s part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Premises during the “Term” (as hereinafter defined) of this Lease without hindrance of Lessor or any person claiming under Lessor. Notwithstanding the foregoing, Lessee’s rights established under this Lease are subject to Lessor’s rights to use the Premises as provided herein. Lessor reserves the right to occupy and use, for such term as it deems necessary, any portion of the Premises that has not been occupied or used for a Permitted Use for a continuous ninety (90) day period. Additionally, Lessor hereby retains the right to enter upon and inspect the Premises at reasonable times and upon reasonable notice; and, Lessor further reserves the right to enter upon the Premises, without prior notice, in the event of an emergency condition or situation, as reasonably

determined by Lessor.

## **ARTICLE 2 - LEASE TERM**

Section 2.1. **Lease Term.** The term of this Lease (the "Term") shall commence on \_\_\_\_\_, 2019 and shall end \_\_\_\_\_, 2022, unless the Lease is terminated earlier, as provided herein. Provided Lessee has not defaulted in relation to a provision of this Lease, the Term shall automatically extend for successive one (1) year periods, up to a maximum of two such one year extensions. The Term shall not automatically extend, however, if either party gives at least ninety (90) days' written notice of its desire to terminate the Lease prior to the end of the then current one year term.

Section 2.2. **Reversion.** At the expiration or earlier termination of this Lease, whether by default, eviction, or otherwise, all improvements/infrastructure existing upon the Premises shall, without compensation to Lessee or any other party, then become or remain, as the case may be, the sole property of Lessor or Lessor's designee, free and clear of all claims to or against them by Lessee or any third person attributable to Lessor or Lessee, and all claims, liens, security interests, and encumbrances, other than those claims that are attributable to any act or omission of Lessor or created hereafter in accordance with the terms of this Lease. All alterations, improvements, additions, and utility installations which may be made on the Premises shall be the property of Lessor and shall remain upon and be surrendered with the Premises at the expiration or earlier termination of this Lease. Notwithstanding the foregoing, any machinery or equipment owned by Lessee or any sublessee, other than that which is permanently affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee or any sublessee, as may be applicable, and may be removed; provided, however, that Lessee removes or causes its removal prior to the expiration of the Lease or prior to the effective date of termination of the Lease, whichever is applicable.

## **ARTICLE 3 - RENT, TAXES, AND UTILITIES**

Section 3.1. **Rent.** In consideration for use of the Premises, Lessee shall pay Lessor the sum of ten dollars (\$10.00) upon execution of the Lease as rent for the full Term of the Lease.

Section 3.2. **Taxes.** Lessee shall, upon Lessor's request, annually pay, or reimburse Lessor for the payment of any *ad valorem* taxes assessed against the Premises.

Section 3.3. **Utilities.** Lessor agrees to be responsible for all charges incurred for water, heat, gas, electricity, trash disposal, and any and all other utilities used by Lessee at Premises. Lessor may, however, at its sole discretion elect to require Lessee to pay the costs of such utilities. If Lessor makes such an election, it will give Lessee ninety (90) days advance notice of such a change in responsibility.

Section 3.4. **No Security Deposit.** No security deposit is required hereunder.

## **ARTICLE 4 - USE OF PREMISES**

Section 4.1. **Permitted Uses.** Lessor shall allow Lessee, its agents, employees, successors, assigns, and sublessees to use the Premises for the Permitted Uses, above described. Lessee and its

sublessees, successors, and assigns shall only use the Premises for the Permitted Uses unless written consent for any other purpose is given by the Lessor, which consent shall not be unreasonably withheld.

## **ARTICLE 5 – HAZARDOUS MATERIALS**

**Section 5.1.** Throughout the Term, Lessee and Lessee's employees, agents, sublessees, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, "Environmental Laws"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, "Hazardous Materials"), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about the Premises. Notwithstanding the foregoing, Lessee shall not be prohibited from handling, placing, storing, using and transporting Hazardous Materials that are required to be used by Lessee consistent with the Permitted Uses, so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

**Section 5.2.** Lessee shall give Lessor immediate written notice of any problem, spill, discharge, threatened discharge, or discovery, or claim thereof, of any Hazardous Materials on or about the Premises.

## **ARTICLE 6 – IMPROVEMENTS**

**Section 6.1. Improvements and Alterations.** Lessee shall not undertake to materially improve, alter, or change the exterior or interior of the Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Premises, and Lessee waives all claims for damages to or loss of any property belonging to Lessee that may be left in or upon the Premises, or which is attached thereto and/or becomes a fixture.

## **ARTICLE 7 – MAINTENANCE**

**Section 7.1. Maintenance, Repairs, and Upkeep Provided by Lessee.** Lessor shall be responsible for all necessary repairs and maintenance to the structural, mechanical, electrical, plumbing, and building envelope components of the Premises. Lessee shall ensure that the interior and exterior of the Premises, including all landscaping, are kept in clean and sanitary condition and are neat and orderly in appearance. Lessee shall be responsible for any abuse or destruction to any part of the Premises not due to ordinary wear and tear.

**Section 7.2. As Is Condition of the Premises.** The Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Premises in general, or as to Lessee's contemplated uses specifically, and Lessee is accepting the Premises as is, with all faults.

## **ARTICLE 8 – LIENS**

Section 8.1. **Prohibition of Liens.** Lessee shall not suffer, create, or permit any mechanic's liens or other liens to be filed against the Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.

## **ARTICLE 9 – CONDEMNATION**

Section 9.1. **Condemnation.** In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking or conveyance made in lieu thereof and Lessor and Lessee shall thereupon be released from any further duties or obligations hereunder. If a portion of the Premises is taken, or conveyance made in lieu thereof, then Rent shall be equitably apportioned according to the portion of Premises so taken, and Lessee shall, at its own expense, restore the remaining portion of the Premises to operate as Permitted Uses. All compensation awarded or paid upon such a total or partial taking of Premises shall belong to and be the property of Lessor without any participation by Lessee; provided, however, Lessee shall have the right to pursue a collateral action seeking recovery of its costs and expenses associated with the termination of the Lease.

## **ARTICLE 10 - ASSIGNMENT AND SUBLETTING**

Section 10.1. **Limitation on Assignment and Subletting.** Lessee may not assign this lease or sub-let the Premises or any part thereof, for any use, without the written consent of Lessor. In no event shall Lessee use or permit any portion of the Premises to be used for the manufacture, distribution, or sale of controlled substances or alcohol or for any activities which violate any federal, state, or local law or regulation. Lessee shall not permit political, lobbying, or religious activities on the Premises.

## **ARTICLE 11 – INSURANCE AND INDEMNITY**

Section 11.1. **Comprehensive Liability Insurance.** Lessee shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering the use and activity contemplated by this Lease with combined single limits of no less than One Million and 00/100 (\$1,000,000) Dollars per occurrence and One Million and 00/100 (\$1,000,000) Dollars aggregate, with Two Million and 00/100 (\$2,000,000) Dollars umbrella coverage, by the terms of which Lessor and Lessee, and any holder of a mortgage on the Premises or Lessee's leasehold interest, are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises, or any structure thereon or any part thereof. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. A certificate of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificates and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days prior to the renewal date of any such insurance policies during the Term. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor and Lessee, and any holder of a

mortgage on the Premises. In the event Lessee fails to timely pay any premium when due, Lessor shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Lessee, to be paid by Lessee as additional rent hereunder.

Section 11.2. Fire and Property Insurance. Lessor shall, at its cost and expense and at all times during the Term, maintain in force a policy of insurance insuring the Premises and any improvements/infrastructure thereon against loss or damage by such perils as are covered under its policy with the South Carolina Insurance Reserve Fund.

Section 11.3. Waiver of Subrogation. Lessee and all parties claiming under it releases and discharges Lessor from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Premises or in connection with any improvements/infrastructure on or activities conducted on the Premises, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and shall evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, Lessor shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 11.4. Additional Insurance: Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's, guests, invitees, licensees, sublessees, or others entering the Premises, due to fire, theft, or any other damages, including any acts of nature. Lessor will maintain coverage as indicated in Section 11.2, but Lessee understands that such insurance does not cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.

Section 11.5. Indemnification. Lessee hereby agrees to indemnify, protect, defend, and hold Lessor and its officers, Council members, employees, agents, attorneys, successors, and assigns harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability, and expense, including attorneys' fees and costs through litigation and all appeals, in connection with the loss of life, personal injury, and damage to property, resulting (in whole or in part) from the negligence or intentional misconduct of Lessee, its employees, agents, or sublessees and arising from or out of (i) any occurrence in, upon, at or about the Premises and/or (ii) the occupancy, use, or construction upon and maintenance of the Premises. Nothing contained herein shall be construed to make Lessee liable for any injury or loss primarily caused by the gross negligence or willful misconduct of Lessor or any agent or employee of Lessor.

Section 11.6. Insurance Requirements for Sublessees. Lessee shall require its sublessees to carry customary insurance required of lessees in similar properties and activities. Lessee shall require its sublessees to include Lessor and Lessee as additional insureds on their commercial general liability policies (or equivalent policies). Lessee shall obtain a waiver of subrogation endorsement in all policies in favor of Lessor and Lessee.

## **ARTICLE 12 - DAMAGE AND DESTRUCTION**

Section 12.1. Damage to or Destruction of Project - Insurance. In the event the Premises is damaged or destroyed, in whole or in part, so as to make it unusable for the purposes intended, to the extent insurance is available and it is commercially reasonable to do so, Lessor agrees to rebuild the Premises in substantially the same form as it existed at the time of the damage or destruction, within one year from the date of damage or destruction.

## **ARTICLE 13 - DEFAULTS AND REMEDIES**

Section 13.1. Defaults. Each of the following events shall be a default by Lessee and a breach of this Lease and constitute an "Event of Default":

- (a). Abandonment. Abandonment of the Premises, or the improvements/infrastructure now or hereafter constructed thereon, where such abandonment continues for a period of one hundred and twenty (120) consecutive days. Such abandonment shall not include any time that the Premises are vacated due to a casualty.
- (b). Attachment or Other Levy. The subjection of any right or interest of Lessee in the Premises to attachment, execution, or other levy, or to seizure under legal process, if not released within sixty (60) days, after written notice of same.
- (c). Default of Performance Under this Lease. The failure of Lessee to observe or perform any of its material covenants, conditions, or agreements under this Lease; or the material breach of any warranties or representations of Lessee under this Lease.
- (d). Insolvency; Bankruptcy. An assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent bankruptcy or insolvency; unless, in case of such that are involuntary on Lessee's part, the assignment, proceedings, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated, or terminated within sixty (60) days after the assignment, filing or other initial event.

Section 13.2. Notice and Right to Cure. Lessee shall have sixty (60) days to cure a default after written notice is given by Lessor to Lessee, specifying the nature of the default; provided, however, that if after exercise of due diligence and its best efforts to cure such default Lessee is unable to do so within the sixty (60) day period, then the cure period may be extended, upon written agreement by Lessor, for a such reasonable time as may be deemed necessary by Lessor to cure the default.

Section 13.3. Remedies. If any default by Lessee shall continue uncured by Lessee upon expiration of the applicable cure period, Lessor may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which Lessor may resort cumulatively or in the alternative:

- (a). Termination of Lease in its Entirety. Lessor may, at Lessor's election, terminate this Lease upon thirty (30) days written notice to Lessee. Thereafter, all of Lessee's rights in the Premises and in and to all improvements/infrastructure located thereon shall terminate upon termination of this Lease. Promptly upon any such termination, Lessee shall surrender and vacate the Premises and any other improvements/infrastructure located thereon, and Lessor

may re-enter and take possession of the Premises and all improvements/infrastructure located thereon. Termination under this paragraph shall not relieve Lessee from any claim for damages previously accrued, or then accruing, against Lessee.

- (b). **Re-entry Without Termination.** Lessor may, at Lessor's election, re-enter the Premises and improvements/infrastructure located thereon, and without terminating this Lease, at any time, relet the Premises and improvements/infrastructure thereon, or any part(s) of them, for the account, and in the name of Lessee or otherwise, all upon rates and terms determined by Lessor, without hereby obligating Lessor to relet the Premises or make an effort to relet either or both of them in whole or in part, at any time. Any reletting may be for the remainder of the Term or for any longer or shorter period. Lessor shall have the further right, at Lessor's option, to make such reasonable and necessary alterations, repairs, replacements, and/or restorations which shall not operate or be construed to release Lessee from liability hereunder. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee written notice of termination.
- (c). **Lessee's Personal Property.** Lessor may, at Lessor's election, use Lessee's personal property and trade fixtures or any of such property and fixtures left on the Premises after termination or expiration of this Lease without compensation and without liability for use or damage, or Lessor may store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item, or for the same item at a later time.
- (d). **Appointment of Receiver.** Lessor may, if Lessor elects to file suit to enforce this Lease and/or protect its rights hereunder, in addition to the other remedies provided in this Lease and by law, have the appointment of a receiver of the Premises and the improvements/infrastructure thereon.

Section 13.4. **Remedies Cumulative.** Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Lessor from time to time at its election, and nothing contained herein shall be deemed to require Lessor to postpone suit until the date when the term of this Lease would have expired nor limit or preclude recovery by Lessor against Lessee of any sums or damages which, in addition to the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it at law and in equity shall be cumulative and concurrent.

Section 13.5. **Lessee's Liability After Default.** If Lessee shall default in the performance of any of its obligations under this Lease, Lessor, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Lessee, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the curing period applicable under this Lease. Any reasonable expenses incurred by Lessor in connection with any such performance, and all reasonable attorneys' fees (subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*), including appellate, bankruptcy, and post-judgment proceedings involved in collecting or endeavoring to collect the rent or any additional rent or any part thereof or enforcing or endeavoring to enforce any rights against Lessee or Lessee's obligations hereunder, shall be due and payable upon Lessor's submission of an invoice therefor. All sums advanced by Lessor on account of Lessee under this Section, or pursuant to any other

provision of this Lease, and all rent, if delinquent or not paid by Lessee and received by Lessor when due hereunder, shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Lessor's demand therefor.

Section 13.6. Holdover. If Lessee remains in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, Lessee shall become a Lessee at sufferance. Notwithstanding that Lessor may allow Lessee to continue in possession after the expiration or earlier termination of this Lease, neither that nor the provisions of this Section shall constitute a waiver of any of Lessor's rights under this Section or this Lease.

#### **ARTICLE 14 - SURRENDER AND REMOVAL**

Section 14.1. Surrender of Possession. Upon the expiration of the Term or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Premises and all improvements/infrastructure constructed located and installed thereon. If Lessee is not then in default under any of the covenants and conditions hereof, Lessee may remove, or cause to be removed, all personal property and equipment of Lessee, other than permanent fixtures, from the Premises prior to the expiration or effective date of termination of this Lease; thereafter all such personal property and equipment not removed shall belong to Lessor without the payment of any consideration.

Section 14.2. Lessee's Quitclaim. Upon the expiration of the Term, or any earlier termination of this Lease, Lessee agrees to execute, acknowledge, and deliver to Lessor, if requested by Lessor, a proper instrument in writing, releasing and quitclaiming to Lessor all right, title, and interest of Lessee in and to the Premises and all improvements/infrastructure thereon.

#### **ARTICLE 15 – GENERAL PROVISIONS**

Section 15.1. Conditions and Covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 15.2. Survival. All representations and warranties of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease for acts occurring prior to expiration or termination of this Lease.

Section 15.3. No Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 15.4. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.



**Section 15.5. Notices.** Unless otherwise specifically provided in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

**LESSOR:**

Oconee County  
415 South Pine Street  
Walhalla, SC 29691  
Attn: County Administrator

with a copy to:

Oconee County  
415 South Pine Street  
Walhalla, SC 29691  
Attn: County Attorney

**LESSEE:**

with a copy to:

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

**Section 15.6. Gender.** The use herein of (1) any gender includes all others, and (2) the singular number includes the plural and vice-versa, whenever the context so requires.

**Section 15.7. Captions.** Captions in this Lease are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Lease or any of the terms hereof.

**Section 15.8. Waiver; Amendment.** No modification, waiver, amendment, discharge, or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

**Section 15.9. Attorney's Fees.** If either party retains an attorney to enforce or interpret this Lease, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorneys' fees and costs incurred through litigation, bankruptcy proceedings and all appeals. This provision is subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*.

**Section 15.10. Time.** Time is of the essence of each obligation of each party hereunder.

**Section 15.11. Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

**Section 15.12. Binding Effect.** Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

**Section 15.13. Execution of Other Instruments.** Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease.

**Section 15.14. Severability.** If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable or is otherwise challenged

and determined to be invalid, illegal, or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In such event or if an opinion of counsel is provided to the effect that this Lease is not so enforceable, the parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible and to comply with applicable law, regulations, or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 15.15. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 15.16. Estoppel Certificate. Either party shall execute, acknowledge, and deliver to the other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of the commencement of this Lease; any alleged defaults and claims against the other party; and such other information as shall be reasonably requested.

Section 15.17. Dispute Resolution; Waiver of Trial by Jury. Any conflict, dispute or grievance (collectively, "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.

LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT OF LESSEE AND LESSOR TO ENTER INTO THIS LEASE.

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Lease to be executed and delivered as of the day and year first above written.

***SIGNATURE PAGES FOLLOW***

IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

LESSOR:

**THE COUNTY OF OCONEE, SOUTH  
CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSEE:

**TRI-COUNTY ENTREPRENEURIAL  
DEVELOPMENT CORPORATION**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**LESSOR'S PROPERTY (SEE ATTACHED)**





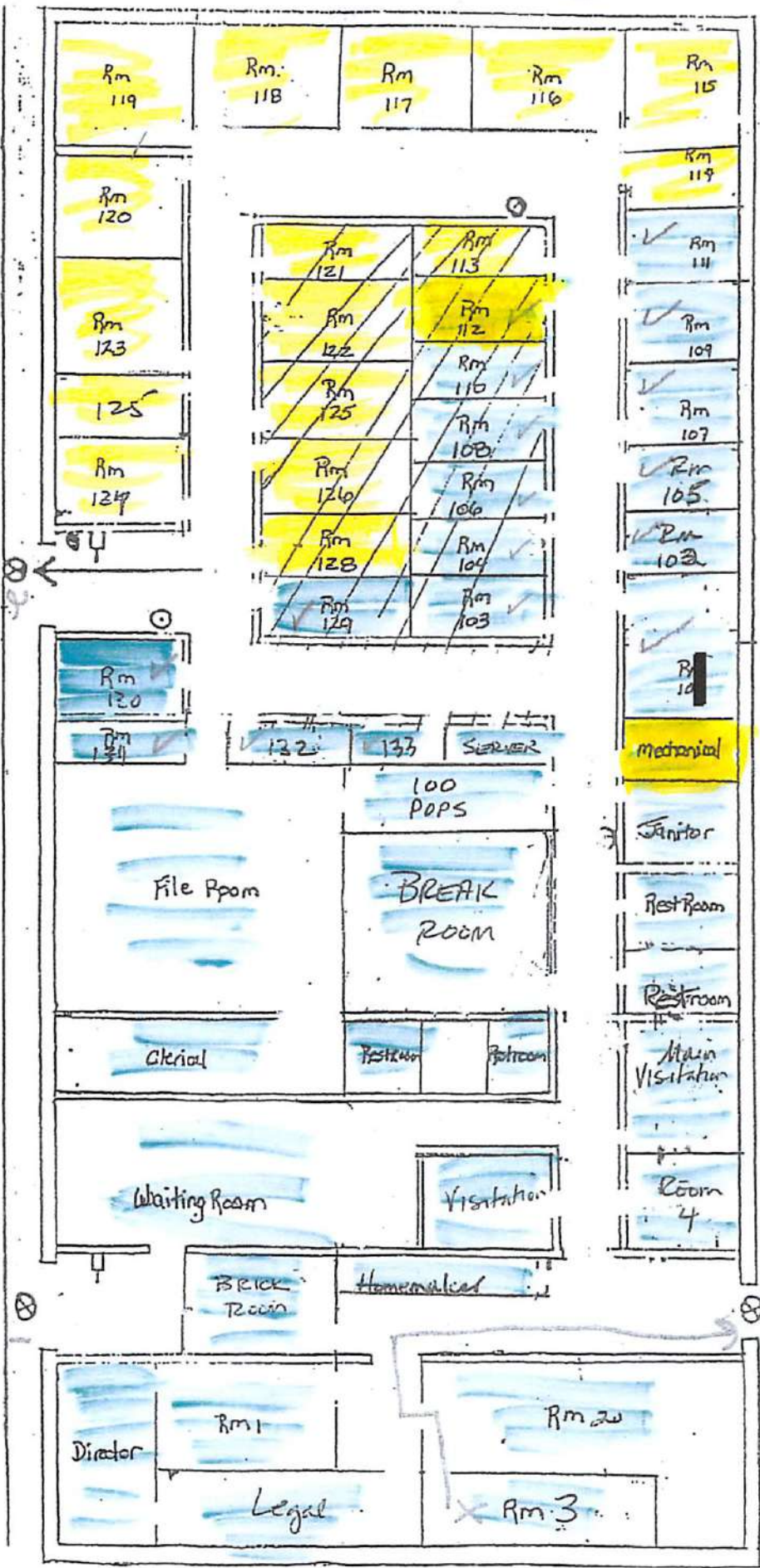
**EXHIBIT B**


**THE PREMISES (SEE ATTACHED)**

DRAFT

EXHIBIT B

 Not Incl.  
 TCEDC (Premises)



 Shared space for building controls, routers, etc.

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2019-19**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION AT THE OCONEE INDUSTRY AND TECHNOLOGY PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina ("County"), is the owner of an industrial and business park known as the Oconee Industry and Technology Park ("County Property"); and

WHEREAS, Blue Ridge Electric Cooperative, Inc. ("Blue Ridge Electric") wishes to acquire from County, and County wishes to grant to Blue Ridge Electric, certain easement rights for, generally and without limitation, the construction, maintenance, alteration and replacement of one or more electric lines, for overhead or underground electric transmission, distribution, and communication lines over, across, under, and through certain portions of the County Property (collectively, the "Easements Rights"); and

WHEREAS, the form, terms, and provisions of the Electric Line Right-of-Way Easement (the "Easement Agreement") now before the Oconee County Council ("Council"), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the grant of the Easement Rights subject to and in conformity with the provisions of the Easement Agreement.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreement on behalf of County in substantially the same form as attached hereto as Exhibit A, or with such changes as are not materially adverse to County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by her execution of the Easement Agreement.
3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Easement Rights in a form and substance acceptable to the Administrator, on advice of legal counsel to County.
4. Should any portion of this Ordinance be deemed unconstitutional or

otherwise unenforceable by any court of competent jurisdiction. such determination shall not affect the remaining terms and provisions of this ordinance.

5. All other terms, provisions, and parts of the Oconee County Code of Ordinances, not amended hereby, directly or by implication, shall remain in effect.

6. This Ordinance shall take effect and be in full force from and after third reading and enactment by Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

\_\_\_\_\_  
Katie D. Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
Julian Davis, III  
Chair, Oconee County Council

First Reading: July 16, 2019  
Second Reading: August 20, 2019  
Third Reading: September 3, 2019  
Public Hearing: September 3, 2019



EXHIBIT A

**PROPOSED**

- Proposed Structures**
- Status
- Proposed Pad Mount
  - Proposed Pole
- Proposed Power Line**
- Status
- Proposed OH Primary 7.2kV
  - Proposed OH Secondary
  - Proposed UG Primary 7.2kV
  - Proposed UG Secondary

- EXISTING**
- Transformer**
- Placement
- OH
  - UG
- Structure**
- Type
- Pad Mount
  - Pole
- Primary Conductor**
- Placement
- OH
  - UG
- Secondary Conductor**
- Placement
- OH
  - UG

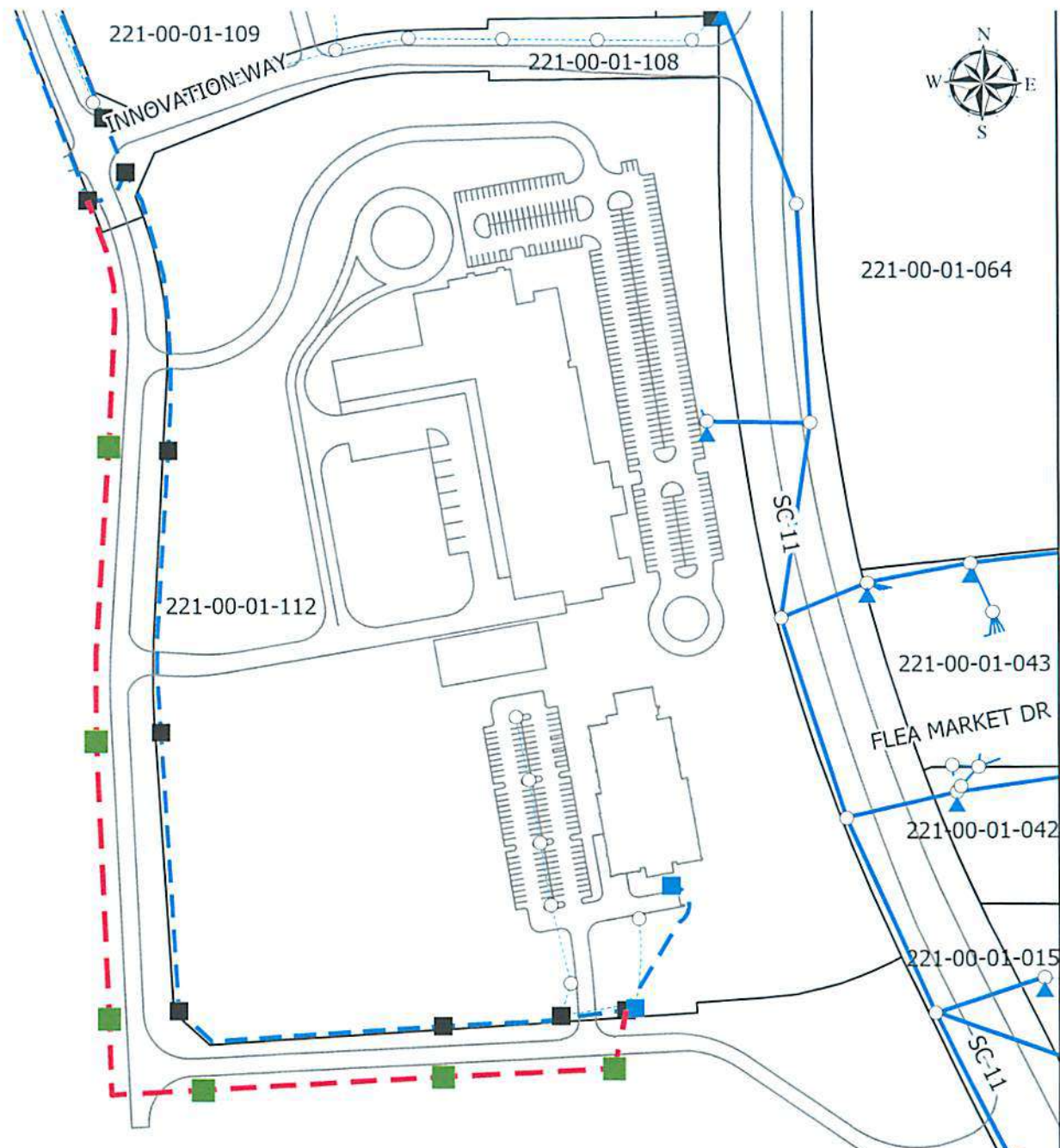


Exhibit A  
 Blue Ridge Electric Co-op  
 Proposed Underground Distribution  
 for Oconee Industry & Technology Park  
 6/19/2019



facilities or structures from time to time as the Cooperative deems advisable or expedient.

5. To keep and maintain, as the Cooperative deems necessary, the Easement Premises clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2.
6. To trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the Easement Premises which, in the opinion of the Cooperative, might interfere with or fall upon the electric or communication facilities within the Easement Premises.
7. To implement the following provisions:  
N/A

The foregoing grant of easement shall, at all times, be subject to the following terms and conditions:

1. The easement shall not be exercised by the Cooperative in a manner so as to prevent or unreasonably interfere with the use and enjoyment of the Property or any portion of the Property by Grantor, its employees, servants, agents, and invitees.
2. The items to be constructed, installed, operated, etc. on the Easement Premises shall be constructed, installed, and operated in a safe manner, consistent with all applicable laws, industry standards, manufacturers' requirements, and the like.
3. Any damage to the Property caused by the Cooperative's activities on the Property, shall be replaced or repaired by the Cooperative to the satisfaction of the Grantor.
4. The Cooperative shall not place, keep, store, or permit to be placed, kept or stored on the Property any equipment or materials except during such times as Cooperative's employees or agents are physically present and conducting activities permitted under this agreement.
5. The easement granted hereby shall be perpetual except that it shall automatically terminate without the necessity of any action by Grantor, should the Cooperative, or any of its successors or assigns violate the terms and conditions of this instrument or cease to operate or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more. The Cooperative shall give written notice to Grantor of its intent to cease operations and/or abandon the Easement Premises, and the referenced one (1) year period shall run from the date of receipt of such notice by the Grantor.

6. Any rights to the Easement Premises not specifically granted to the Cooperative herein are reserved to the Grantor its successors and assigns.
7. The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said Easement Premises. The Grantor agrees that no wells shall be dug on said Easement Premises, that no septic tank, absorption pits, or underground storage tanks shall be placed on the Easement Premises, that no building or other structures shall be erected thereon; and that said Easement Premises shall not be used for burial grounds.
8. The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's property; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.
9. Cooperative shall indemnify, defend, and hold the Grantor, its representatives, agents, employees, successors, and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may be claimed to have arisen directly from or out of (i) any damage, accident, injury, or other similar occurrences in or on the Property, including the Easement Premises, due to Cooperative's negligence or misconduct; or (ii) the use, maintenance, or repair of the Easement Premises by Cooperative, its guests, invitees, agents, or contractors. It is expressly understood and agreed that, notwithstanding anything in this agreement to the contrary, the liability of Grantor hereunder, to the extent any exists, shall be limited solely and exclusively to the interest of Grantor in and to the Property, and neither Grantor, nor any of its representatives, successors, employees, affiliates or agents, shall have any personal liability for any claim arising hereunder. Cooperative hereby expressly waives and releases Grantor and such representatives, successors, employees, affiliates, and agents from any and all personal liability.

**TO HAVE AND TO HOLD** the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.





**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2019-20**

**AN ORDINANCE AUTHORIZING AND CONSENTING TO OR RATIFYING THE ASSIGNMENT AND ASSUMPTION OF AN INTEREST IN THAT CERTAIN FEE AGREEMENT DATED AS OF MARCH 1, 2008, AND AN INTEREST IN THAT CERTAIN INFRASTRUCTURE FINANCE AGREEMENT DATED AS OF NOVEMBER 1, 2007, SUCH ASSIGNMENT FROM LIFT, LLC, AND SUCH ASSUMPTION BY LIFT TECHNOLOGIES, INC., AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT MEMORIALIZING SUCH ASSIGNMENT AND ASSUMPTION, AND CONSENT OR RATIFICATION, AND AN AMENDMENT TO THE FEE AGREEMENT AND THE INFRASTRUCTURE FINANCE AGREEMENT; AND OTHER MATTERS RELATED THERETO**

WHEREAS, Oconee County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of the Fee in Lieu of Tax ("FILOT") Simplification Act, Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "FILOT Act") to consent to, or ratify, a transfer of an interest in an existing FILOT, or fee agreement; and

WHEREAS, Lift, LLC, a South Carolina Limited Liability Company (the "Assignor") and LIFT TECHNOLOGIES, Inc., a South Carolina Corporation (the "Assignee"), and the County are parties to that certain Fee In Lieu of Tax Agreement dated as of March 1, 2008 (the "Fee Agreement"); and

WHEREAS, the Assignor and the Assignee and the County are also parties to that certain Infrastructure Finance Agreement dated as of November 1, 2007 (the "IFA"); and

WHEREAS, on or about \_\_\_\_\_, 2019 pursuant to an Assignment and Assumption of Interest in Fee Agreement and Infrastructure Finance Agreement (the "Assignment"), attached hereto as Attachment A, the Assignor intends to assign to the Assignee all of its interests in the Fee Agreement and the IFA, and, in connection therewith, the Assignee will agree to assume all obligations of the Assignor under the Fee Agreement and the IFA, including without limitation Assignor's obligations to indemnify the County and certain other Indemnified Parties (as such term is defined in the Fee Agreement) pursuant to Section 7.04 thereof; and

WHEREAS, Assignor and Assignee seek the County's prior approval or subsequent ratification of the Assignment pursuant to the Fee Agreement and the IFA, and the provisions of Section 12-44-120(D) of the FILOT Act, and the County's co-execution and delivery of the Assignment, signifying such prior approval or subsequent ratification, and the County desires to give such prior approval or subsequent ratification, and to execute and deliver the Assignment.

NOW, THEREFORE, IT IS HEREBY ORDAINED, by the County, acting by and through its County Council, in meeting duly assembled, as follows:

**Section 1.** The County approves, ratifies and confirms its consent to the above-referenced Assignment from Assignor to Assignee and assumption by Assignee.

**Section 2.** The County hereby ratifies and approves of any action heretofore or hereafter taken by the County Administrator with respect to the approval of and consent to the Assignment from Assignor to Assignee.

**Section 3.** The Chairman of County Council is hereby authorized and directed to execute the Assignment, a copy of which is attached hereto as Attachment A, on behalf of the County; the Clerk to County Council is hereby authorized and directed to attest the same; and, the County Administrator is hereby authorized and directed to deliver the same to the other parties thereto. The Assignment is to be substantially in the form presented to County Council at the meeting in which this Ordinance is approved, or with such revisions thereto as are not materially adverse to the County and as are approved by the Chairman, upon advice of counsel, the Chairman's approval thereof being signified by the Chairman's execution of the Assignment containing such revisions.

**Section 4.** The Fee Agreement and the IFA are each hereby modified and amended in the following regards and particulars only: wherever the name Lift, LLC shall appear in the Fee Agreement and the IFA, following the enactment of this Ordinance and the complete execution and delivery of the Assignment by all parties thereto, such name shall be read and interpreted as meaning and being Lift Technologies, Inc., such that Lift Technologies, Inc. and the County, following such amendment, will be the only remaining Parties to the Fee Agreement and the IFA.

**Section 5.** Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

**Section 6.** All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

**Section 7.** This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

\_\_\_\_\_  
Katie D. Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
Julian Davis, III  
Chair, Oconee County Council

First Reading: September 3, 2019  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_



## **ASSIGNMENT AND ASSUMPTION OF INTEREST IN FEE AGREEMENT AND INFRASTRUCTURE FINANCE AGREEMENT**

This Assignment and Assumption of Interest in Fee Agreement and Infrastructure Finance Agreement ("Assignment") is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") by and between LIFT, LLC, a South Carolina limited liability company (the "Assignor"), and LIFT TECHNOLOGIES, Inc., a South Carolina corporation (the "Assignee"), with Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina consenting to the Assignment, as a party to the Fee Agreement and the IFA (as defined herein).

### **RECITALS**

Oconee County, South Carolina, acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of the Fee in Lieu of Tax ("FILOT") Simplification Act, Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "FILOT Act") and other sections of South Carolina law to consent to, or ratify, a transfer of an interest in an existing FILOT, or fee agreement, and, pursuant to the same elements of law, to consent to, or ratify, a transfer of an interest in an existing agreement involving a special source revenue credit, or an infrastructure credit.

Lift, LLC, a South Carolina Limited Liability Company (the "Assignor") and LIFT TECHNOLOGIES, Inc., a South Carolina Corporation (the "Assignee"), and the County are parties to that certain Fee Agreement dated as of March 1, 2008 (the "Fee Agreement") and that certain Infrastructure Finance Agreement dated as of November 1, 2007 (the "IFA").

On or about \_\_\_\_\_, 2019 pursuant to this Assignment, the Assignor intends to, and does, assign to the Assignee all of its interests in the Fee Agreement and the IFA, and, in connection therewith, the Assignee will agree to, and does, assume all obligations of the Assignor under the Fee Agreement and the IFA, including without limitation Assignor's obligations to indemnify the County and certain other Indemnified Parties (as such term is defined in the Fee Agreement) pursuant to Section 7.04 thereof. Further, by execution of this Agreement, all Parties hereto agree that the Fee Agreement and the IFA are hereby amended in the following regards and particulars, only: wherever the name Lift LLC appears in the Fee Agreement and the IFA, following the enactment of the Ordinance approving this Agreement, and the complete execution and delivery of this Assignment by all parties hereto, such name shall be read and interpreted as meaning and being Lift Technologies, Inc., such that Lift Technologies, Inc. and the County, following such amendment, will be the only remaining Parties to the Fee Agreement and the IFA.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, which are hereby incorporated herein, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Assignor and Assignee hereby agree, and County consents to or ratifies as follows:

1. Recitals. The recitals are incorporated herein as if fully stated within the body of the Agreement.

2. **Transfer and Assignment and Amendment.** For good and valuable consideration, the Assignor hereby assigns, transfers, sets over and conveys to the Assignee, respectively, from and after the date hereof, and the Assignee hereby accepts from and after the date hereof the right, title, interests and obligations of the Assignor, in and to, to the Fee Agreement and the IFA, and the Assignee hereby assumes all of the rights, title, interests and obligations of the Assignor under the Fee Agreement and the IFA arising from and after the Effective Date. Further, the Fee Agreement and the IFA are hereby amended, in the following regards and particulars only: wherever the name "Lift LLC" appears in the Fee Agreement and the IFA, following the enactment of the Ordinance approving this Agreement, and the complete execution and delivery of this Assignment by all parties hereto, such name shall be read and interpreted as meaning and being "Lift Technologies, Inc.", such that Lift Technologies, Inc. and the County, following such amendment, will be the only remaining Parties to the Fee Agreement and the IFA.

3. **Indemnification.** Assignee agrees to indemnify and hold harmless Assignor, its successors and assigns (each, an "**Indemnified Party**") harmless from and against any and all claims, liabilities, losses, damages, judgments, costs, and expenses, including reasonable attorneys' fees and related costs (including those fees and costs of counsel employed by the Indemnified Parties) that may be incurred by or asserted or awarded against any Indemnified Party, arising out of any claim in any way related to the Fee Agreement and the IFA, provided that such claim does not arise exclusively from the acts or omissions of Assignor prior to the date of this Agreement.

4. **County's Consent to the Assignment.** By execution and delivery hereof, the County consents to, or ratifies, as the case may be, the assignment and assumption described herein and the amendment to the Fee Agreement and the IFA described herein.

5. **Cooperation.** Assignor and Assignee shall notify the South Carolina Department of Revenue of this Assignment to the extent required under the Fee Agreement or IFA or applicable laws, including, without limitation, the preparation and delivery to the South Carolina Department of Revenue an amended S.C. DOR Form PT-443 (FILOT Reporting Form). If requested by Assignee, Assignor shall provide Assignee with copies of all prior filings made by Assignor to the South Carolina Department of Revenue with respect to the Fee Agreement and shall execute any document reasonably requested by the South Carolina Department of Revenue allowing such department to release to Assignee copies of any prior filings made by Assignor to such department under the Fee Agreement. Assignor and Assignee shall cooperate with each other in connection with any 2019 or other filing(s) due under the Fee Agreement and the IFA by any Sponsors.

6. **Governing Law.** This instrument shall be governed by and construed in accordance with the internal laws of the State of South Carolina, without reference to the conflicts of laws or choice of law provisions thereof.

7. **Binding Effect.** This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

9. **Further Assurances.** Assignor and Assignee shall take such further actions and enter into such further conveyances and documents as may reasonably be required in order to effect the provisions and intent of this Assignment.

Each Assignor and Assignee has caused this Assignment and Assumption of Interest in Fee Agreement to be executed as of the date first written above by him/herself, if he/she is an individual, or its duly authorized officer, if it is an entity.

**ASSIGNOR:**

**LIFT, LLC,**  
a South Carolina limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**LIFT TECHNOLOGIES, Inc.,**  
a South Carolina Corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Oconee County, South Carolina, hereby consents to, or ratifies this Assignment and Assumption Agreement in accordance with the terms and provisions of the Act (as defined in the Fee Agreement) and the Fee Agreement and the IFA.

\_\_\_\_\_  
**Julian Davis, III**  
Chairman, Oconee County Council

**ATTEST:**

\_\_\_\_\_  
**Katie D. Smith**  
Oconee County Clerk to Council

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**RESOLUTION 2019-17**

A RESOLUTION APPOINTING AND COMMISSIONING MICHAEL A. STEVENS AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, Oconee County, South Carolina (the "County"), is a body politic and corporate and a political subdivision of the State of South Carolina; and,

**WHEREAS**, consistent with the powers granted county governments by S.C. Code § 4-9-30 and pursuant to S.C. Code § 4-9-25, the County has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

**WHEREAS**, consistent with S.C. Code § 4-9-145 and O.C. Code § 20-30, et seq., the Oconee County Council (the "Council") may appoint and commission, by resolution, as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County; and,

**WHEREAS**, in order to promote a clean, healthy, and safe environment for the citizens of Oconee County, the Council deems it proper to appoint and commission a code enforcement officer who is authorized to carry out all tasks necessary and incidental to enforce those Oconee County ordinances related to environmental control, nuisances, property maintenance, substandard housing, zoning, and land use throughout the County.

**NOW THEREFORE**, be it resolved by Council in meeting duly assembled that:

Section 1. Michael A. Stevens ("Stevens") is hereby appointed and commissioned as a code enforcement officer for Oconee County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon him by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145. Provided, however, Stevens shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer.

**Section 2.** Stevens' code enforcement authority shall extend throughout the entirety of Oconee County and shall be limited to those ordinances that are related to environmental control, nuisances, property maintenance, substandard housing, zoning, and land use. All enforcement activities shall be carried out in a manner consistent with local, state, and federal law.

**Section 3.** The County Administrator shall execute and provide Stevens with a Certificate of Commission and such other credentials as are deemed necessary to serve as evidence of Stevens' appointment and commissioning hereby.

**Section 4.** Stevens shall serve as a code enforcement officer until this appointment and commission is revoked or his employment with Oconee County ends.

**Section 5.** Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

**Section 6.** This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2019, in meeting duly assembled.

**ATTEST:**

\_\_\_\_\_  
Katie Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
Julian Davis, III  
Chair, Oconee County Council

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**RESOLUTION 2019-18**

A RESOLUTION APPOINTING AND COMMISSIONING AMANDA R. ISLER AS A CODE ENFORCEMENT OFFICER (PARK RANGER) FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, Oconee County, South Carolina (the “County”), is a body politic and corporate and a political subdivision of the State of South Carolina; and,

**WHEREAS**, consistent with the powers granted to county governments by S.C. Code § 4-9-30 and pursuant to S.C. Code § 4-9-25, the County has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to be necessary and proper for the security, general welfare, and convenience of the County or for the preservation of health, peace, order, and good government therein; and,

**WHEREAS**, consistent with S.C. Code § 4-9-145 and O.C. Code §§ 22-71 through 74, the Oconee County Council (the “Council”) may appoint and commission, by resolution, as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County; and,

**WHEREAS**, in order to promote a clean, healthy, and safe environment for the citizens of Oconee County, the Council deems it proper to appoint and commission code enforcement officers (park rangers) authorized to carry out all tasks necessary and incidental to enforce those Oconee County ordinances related to the proper security, general welfare, and convenience of the county in connection with county parks and recreation areas.

**NOW THEREFORE**, be it resolved by Council in meeting duly assembled that:

**Section 1.** Amanda R. Isler (“Isler”) is hereby appointed and commissioned as a code enforcement officer for Oconee County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145. Provided, however, Isler shall not perform any custodial arrests in the exercise of her duties as a code enforcement officer.

**Section 2.** The code enforcement authority possessed by Isler shall extend throughout the entirety of Oconee County, but such authority shall be limited to enforcing those ordinances

and regulations that are related to the proper security, general welfare, and convenience of the county as regards county parks and recreation areas. All enforcement activities shall be carried out in a manner consistent with local, state, and federal law.

Section 3. The County Administrator shall execute and provide Isler with a Certificate of Commission and such other credentials as are deemed necessary to serve as evidence of her appointment and commissioning hereby.

Section 4. Isler shall serve as code enforcement officer until her appointment and commission is revoked or her employment with Oconee County terminates.

Section 5. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 6. This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2019, in meeting duly assembled.

**ATTEST:**

\_\_\_\_\_  
Katie Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
Julian Davis, III  
Chair, Oconee County Council

# ADMINISTRATION - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC COUNCIL MEETING DATE: September 3, 2019

## ITEM TITLE:

**Title: Request for Council's approval to commit matching funds, not to exceed \$63,766.00 toward the Federal Aviation Administration (FAA) Airport Grant Offer for Airport Improvement Program (AIP) Project No. 3-45-0016-026-2019 and authorize the County Administrator to accept and execute the corresponding FAA Grant Offer.**

**Department: Oconee County Airport**

**Amount: Approximately \$63,766.00**

## FINANCIAL IMPACT:

The total amount of the West Terminal Apron Expansion Site Prep project is \$1,275,316.00. The FAA offers and agrees to pay ninety (90) percent of the allowable costs incurred accomplishing this Project, up to \$1,147,784.00. Oconee County's matching share of Grant 3-45-0016-026-2019 is five (5) percent of the costs of the West Terminal Apron Expansion Site Prep Project, or approximately \$63,766.00. The South Carolina Aeronautics Commission (SCAC) will match the remaining five (5) percent.

Funding for this project will be sourced from the Oconee County Capital Project Fund (012 Fund).

## BACKGROUND DESCRIPTION:

Oconee County, the FAA and the SCAC have worked in conjunction for many years for the continued improvement of the Oconee County Regional Airport, including, but not limited to, for the following projects:

- On November 15, 2016, Council approved the award of RFP 16-07 for Professional Engineer and Consulting Services for the Oconee County Airport to W.K. Dickson & Company, Inc., of Columbia SC for a five-year term for services, as needed; and
- On July 17, 2018 Council approved the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-024-2018 in the amount of \$671,220 for Land Acquisition, Relocation and Terminal Apron Expansion - Design Only; and
- On August 21, 2018, Council approved Work Authorization #2 from W.K. Dickson for engineering, surveying, and design phase services for the removal and relocation of Mt. Nebo Church Road off the Runway 7 end of the airport.

The Oconee County Airport now wishes to accept the Federal Aviation Administration (FAA) Grant 3-45-0016-026-2019 offer for the West Terminal Apron Expansion Site Prep Project as part of the Airport Improvement Program.

## SPECIAL CONSIDERATIONS OR CONCERNS:

Timely acceptance of this Grant is crucial to ensuring the West Terminal Apron Site Prep Project begins as soon as practical as the offer must be accepted and submitted to the Federal Aviation Administration (FAA) by September 13, 2019.

## ATTACHMENT(S):

1. Federal Aviation Administration (FAA) Grant 3-45-0016-026-2019 offer.

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council authorize County Administrator Amanda Brock to accept and execute the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-026-2019 and commit approximately \$63,766.00 in matching funds.

Submitted or Prepared by:   
Jeff Garrison, Oconee County Airport Director

Approved for Submittal to Council:   
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*





U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I – OFFER

Date of Offer	<u>August 14, 2019</u>
Airport/Planning Area	<u>Oconee County Regional</u>
AIP Grant Number	<u>3-45-0016-026-2019</u>
DUNS Number	<u>045815883</u>
TO:	<u>County of Oconee</u>
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated August 12, 2019, for a grant of Federal funds for a project at or associated with the Oconee County Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Oconee County Regional Airport (herein called the "Project") consisting of the following:

**Expand West Terminal Apron (30,000 SY) - Site Prep Only**

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,147,784.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$1,147,784 for airport development.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.  
  
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).  
  
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 13, 2019**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects;

- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

**18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

**19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
  - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**21. AIP Funded Work Included in a PFC Application.**

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

**22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 12/10/2008, filed with AIP Project 3-45-0016-014-2005, is incorporated herein by reference.

**23. Employee Protection from Reprisal.**

**A. Prohibition of Reprisals –**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal office or employee responsible for oversight of a grant program;
  - v. A court or grand jury;
  - vi. A management office of the grantee or subgrantee; or
  - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

**24. 2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
*(Signature)*

Larry F. Clark  
*(Typed Name)*

Manager, Atlanta Airports District Office  
*(Title of FAA Official)*

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

County of Oconee

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_,

**By:**

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

<sup>1</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

##### **1. General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:



**FEDERAL LEGISLATION**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

**EXECUTIVE ORDERS**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

## **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
  - <sup>2</sup> These laws do not apply to private sponsors.
  - <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
  - <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
  - <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
  - <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.
- 2. Responsibility and Authority of the Sponsor.**
- a. **Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
  - b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,



provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
    - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

**26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that --

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety; utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

#### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.





## FAA Airports

### Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Standard Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/22/2019

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

# ADMINISTRATION - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC COUNCIL MEETING DATE: September 3, 2019

## ITEM TITLE:

**Title:** Request for Council's approval to commit matching funds, not to exceed \$60,374.00, toward the Federal Aviation Administration (FAA) Airport Grant Offer for Airport Improvement Program (AIP) Project No. 3-45-0016-025-2019 and authorize the County Administrator to accept and execute the corresponding FAA Grant Offer.

**Department:** Oconee County Airport

**Amount:** Approximately \$60,374.00

## FINANCIAL IMPACT:

The total amount of the Mt. Nebo Church Road Relocation Project will be \$1,207,469.00. The FAA offers and agrees to pay ninety (90) percent of the allowable costs incurred accomplishing this Project, up to \$1,086,721.00. Oconee County's matching share of Grant 3-45-0016-025-2019 is five (5) percent of the costs of the (Mt.) Nebo Church Road Relocation Project, or approximately \$60,374.00. The South Carolina Aeronautics Commission (SCAC) will match the remaining five (5) percent.

Funding for this project will be sourced from the Oconee County Capital Projects Fund (012 Fund).

## BACKGROUND DESCRIPTION:

Oconee County, the FAA and the SCAC have worked in conjunction for many years for the continued improvement of the Oconee County Regional Airport, including, but not limited to, for the following projects:

- On November 15, 2016, Council approved the award of RFP 16-07 for Professional Engineer and Consulting Services for the Oconee County Airport to W.K. Dickson & Company, Inc., of Columbia SC for a five-year term for services, as needed; and
- On July 17, 2018 Council approved the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-024-2018 in the amount of \$671,220 for Land Acquisition, Relocation and Terminal Apron Expansion - Design Only; and
- On August 21, 2018, Council approved Work Authorization #2 from W.K. Dickson for engineering, surveying, and design phase services for the removal and relocation of (Mt.) Nebo Church Road off the Runway 7 end of the airport.

The Oconee County Airport now wishes to accept the Federal Aviation Administration (FAA) Grant 3-45-0016-025-2019 offer for the (Mt.) Nebo Road Church Relocation Project as part of the Airport Improvement Program.

## SPECIAL CONSIDERATIONS OR CONCERNS:

Timely acceptance of this Grant is crucial to ensuring the (Mt.) Nebo Church Road Relocation Project begins as soon as practical as the offer must be accepted and submitted to the Federal Aviation Administration (FAA) by September 13, 2019.

## ATTACHMENT(S):

1. Federal Aviation Administration (FAA) Grant 3-45-0016-025-2019 offer.

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council authorize County Administrator Amanda Brock to accept and execute the Federal Aviation Administration (FAA) Grant Offer for the Airport Improvement Program (AIP) Project No. 3-45-0016-025-2019 and commit approximately \$60,374.00 in matching funds.

Submitted or Prepared by: Jeff Garrison / AG  
Jeff Garrison, Oconee County Airport Director

Approved for Submittal to Council: Amanda Brock  
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**GRANT AGREEMENT**

**PART I – OFFER**

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Date of Offer	August 14, 2019
Airport/Planning Area	Oconee County Regional
AIP Grant Number	3-45-0016-025-2019
DUNS Number	045815883
TO:	County of Oconee

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated August 12, 2019, for a grant of Federal funds for a project at or associated with the Oconee County Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Oconee County Regional Airport (herein called the "Project") consisting of the following:

**Relocate Mt. Nebo Church Road**

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,086,721.**



The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$1,086,721 for airport development.

The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.  
  
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).  
  
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 13, 2019**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other

final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

**18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

**19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
  - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**21. AIP Funded Work Included in a PFC Application.**

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under

this award until project work addressed under this award is removed from an approved PFC application by amendment.

**22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 12/10/2008, filed with AIP Project 3-45-0016-014-2005, is incorporated herein by reference.

**23. Employee Protection from Reprisal.**

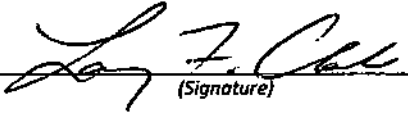
A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal office or employee responsible for oversight of a grant program;
  - v. A court or grand jury;
  - vi. A management office of the grantee or subgrantee; or
  - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

**24. 2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
*(Signature)*

Larry F. Clark  
*(Typed Name)*

Manager, Atlanta Airports District Office  
*(Title of FAA Official)*

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

County of Oconee

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_,

**By:**

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

\_\_\_\_\_  
<sup>1</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

##### 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

##### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

**FEDERAL LEGISLATION**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title V of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

**EXECUTIVE ORDERS**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management



- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>12</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
  - <sup>2</sup> These laws do not apply to private sponsors.
  - <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
  - <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
  - <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
  - <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.
- 2. Responsibility and Authority of the Sponsor.**
- a. **Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
  - b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental



and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
    - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### **29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing:
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
    - a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

#### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. **Required Contract Provisions.**

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



## FAA Airports

### Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars/](http://www.faa.gov/airports/resources/advisory_circulars/) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications



<b>NUMBER</b>	<b>TITLE</b>
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Standard Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/22/2019

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 3, 2019

## ITEM TITLE:

**Procurement #: 18-06 Title: Request for Council's approval to commit matching funds, not to exceed \$105,089.18, toward the Federal Aviation Administration (FAA) Airport Grant Offer, approve the award of bid ITB 18-06 to J. Davis Construction, Inc. in the amount of \$2, 101, 783.46, with a contingency of \$210, 178.34, and authorize the County Administrator to approve any change orders within the contingency amount, if necessary.**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2017-2018 budget process.

Finance Approval: *Dadale Price*

Budget: **\$105,089.18**

Project Cost: **\$105,089.18**

Balance: **\$0.00**

The Funding will be sourced from Fund 260 - Road Maintenance Millage.

## BACKGROUND DESCRIPTION:

This construction contract consists of furnishing all labor, materials and equipment for the demolition of Nebo Church Road, the construction of the realigned Nebo Church Road and the site preparation for the future concrete apron for the West apron at the Oconee County Regional Airport. Currently, vehicles traversing the elevated terrain on Nebo Church road pose variable part 77 (Objects affecting navigable airspace) penetration affecting aircraft arriving Runway 7 and departing Runway 25. Nebo Church Road is an obstruction as per the South Carolina Aeronautics and a liability for the County. On peak traffic days, the Oconee Airport runs out of apron space to park aircraft; thus poses the need for preparations to extend the west apron.

On June 20, 2019, formal sealed bids were opened. Thirty-three bidders were notified of this bid opportunity and there were seven construction companies on the plan holders list. One bid in the amount of \$2,805,378.67, for Schedule C (Base Bid + Bid Additive 1 & 2), was received from J. Davis Construction, Inc. of Westminster, SC.

During the FAA's course of processing funding for the project, due to funding limitations, they identified an area of fill soil to remove from the project, which reduced the project cost.

The FAA approved \$2,101,783.46 for this project. A 10% contingency has been added to this amount for a total award amount of \$2,311,961.80.

## SPECIAL CONSIDERATIONS OR CONCERNS:

This project is funded by the FAA through a grant. The FAA will pay 90% (\$1,891, 605.11) of the actual construction costs; the state will pay 5% (\$105,089.18); and the County will pay 5% (\$105,089.18). W. K. Dickson assisted the County with submitting the grant application requesting funding for this construction. The award letters were received on August 14, 2019 and approval to accept grants funding is included, prior to this action item, on the Agenda for this meeting.

## ATTACHMENT(S):

1. Recommendation letter from W. K. Dickson
2. Official Bid Tab from W. K. Dickson

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council

- 1.) Approve the award of bid ITB 18-06 to J. Davis Construction, Inc., of Westminster, SC in the amount of \$2,101,783.46, with a 10% contingency of \$210,178.34 for a total award of \$2,311,961.80
- 2.) Authorize the County Administrator to approve any Change Orders within the contingency amount.

Submitted or Prepared By: *Tronda C. Popham*

Tronda C. Popham, Procurement Director

Approved for Submittal to Council: *Amanda F. Brock*

Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



August 27, 2019

Ms. Amanda Brock, County Administrator  
Oconee County  
415 South Pine Street  
Walhalla, SC 29691

**RE: Oconee County Regional Airport  
ITB 18-06: Nebo Church Road Relocation & West Apron Expansion Site Prep  
WKD Project No. 20180309.CA  
Contract Award Recommendation**

Dear Ms. Brock:

Based on the two (2) grant offers recently made by the FAA to Oconee County related to the *Nebo Church Road Relocation* and *West Apron Expansion Site Prep* project(s), we amend our previous award recommendation (made on June 25, 2019) to conform to the amount of federal funding available. We recommend that Oconee County award the contract in the amount of \$2,101,783.46 to J. Davis Construction to perform the work, subject to execution of the grant agreement between Oconee County and the FAA. This includes the scope of work included in Bid Schedule C (shown on the bid plans as Base Bid, Bid Additive 1, and Bid Additive 2), less the work associated with the grading/filling at the west end of the parallel taxiway, near the Runway 3 end. In other words, it includes the demolition of Nebo Church Road, the construction of the realigned Nebo Church Road, and the site preparation for the future concrete apron.

Please note that this is a unit price contract; and as such, the amount of \$2,101,783.46 is an estimate of the total construction cost for the project. It should also be noted that Oconee County shall be responsible for approximately 5% of the contracted construction costs of the project, as federal (90%) and state (5%) funds will be disbursed to the County to cover the remainder of the costs.

2120 Powers Ferry Road  
Suite 100  
Atlanta, GA 30339  
Tel. 770.955.5574  
[www.wkdickson.com](http://www.wkdickson.com)

Aviation • Water Resources • Land Development • Geomatics

Ms. Amanda Brock  
August 27, 2019  
Page 2

We appreciate the opportunity to provide this service for Oconee County and the Oconee County Regional Airport; and we are available to answer any questions that you may have.

Sincerely,

**W. K. Dickson & Co., Inc.**

A handwritten signature in blue ink, appearing to read "MJ", is written over a faint blue circular stamp.

Michael R. Joseph, P.E.

Enclosures

cc: Joe Barkevich, WK Dickson  
Katie Brown, Oconee County Procurement  
Jeff Garrison, Oconee County Regional Airport  
Anna Lynch, FAA ATL-ADO  
Tronda Popham, Oconee County Procurement



**BID TABULATION**

Project Name: Nebo Church Rd. Relocation & West Apron Expansion Site Prep  
 Client: Oconee County Regional Airport (CEU)  
 BID DATE: June 20, 2019  
 ITB 18-06 / WKD Project No. 20180309.00.CA

Schedule C (Base Bid + Additive 1 + Additive 2)					J. Davis Construction 12245 S. Hwy 11 Westminster, SC 29693				
Item No.	Spec No.	Item Description	Unit	As Bid on June 20, 2019			As Negotiated and Approved by FAA		
				Qty	Unit Price	Extended Price	Qty	Unit Price	Extended Price
1	C-105	Mobilization	LS	1	\$ 215,207.00	\$ 215,207.00	1	\$ 215,207.00	\$ 215,207.00
2A	C-102	Erosion Control Matting	SY	0	\$ 1.58	-	4,374	\$ 1.58	\$ 6,910.92
2B	C-102	Erosion Control Matting	SY	36,365	\$ 1,217.77	\$ 44,281.66	13,359	\$ 1,217.77	\$ 16,267.25
3	C-102	Permanent Check Dam	EA	47	\$ 459.28	\$ 21,586.16	47	\$ 459.28	\$ 21,586.16
4	C-102	Riprap, Class B (18 inch depth)	SY	111	\$ 38.00	\$ 4,218.00	71	\$ 38.00	\$ 2,698.00
5	C-102	Temporary Check Dam	EA	1	\$ 550.00	\$ 550.00	1	\$ 550.00	\$ 550.00
6	C-102	Temporary Construction Entrance	EA	6	\$ 2,008.50	\$ 12,051.00	5	\$ 2,008.50	\$ 10,042.50
7A	C-102	Temporary Filter Sock	LF	0	\$ 8.50	-	3,000	\$ 8.50	\$ 25,500.00
7B	C-102	Temporary Filter Sock	LF	3,023	\$ 8.432	\$ 25,489.94	23	\$ 8.432	\$ 193.94
8	C-102	Temporary Filter Sock Check Dam	EA	68	\$ 399.96	\$ 27,197.28	44	\$ 399.96	\$ 17,598.24
9	C-102	Temporary Inlet Protection	EA	6	\$ 450.00	\$ 2,700.00	4	\$ 450.00	\$ 1,800.00
10	C-102	Temporary Rock Pipe Inlet Protection	EA	2	\$ 500.00	\$ 1,000.00	0	\$ 500.00	-
11	C-102	Temporary Seeding	AC	35.10	\$ 1,100.00	\$ 38,610.00	27.90	\$ 1,100.00	\$ 30,690.00
12	C-102	Temporary Skimmer Basin 1	LS	1	\$ 31,588.00	\$ 31,588.00	1	\$ 31,588.00	\$ 31,588.00
13	C-102	Temporary Skimmer Basin 2	LS	1	\$ 31,895.00	\$ 31,895.00	1	\$ 31,895.00	\$ 31,895.00
14	C-102	Temporary Skimmer Basin 3	LS	1	\$ 52,678.00	\$ 52,678.00	0	\$ 52,678.00	-
15	C-102	Temporary Skimmer Basin 4	LS	1	\$ 34,827.00	\$ 34,827.00	1	\$ 34,827.00	\$ 34,827.00
16	D-701	15" RCP, Class IV	LF	36	\$ 75.194	\$ 2,706.98	0	\$ 75.194	-
17	D-701	24" RCP, Class IV	LF	911	\$ 49.04	\$ 44,675.44	609	\$ 49.04	\$ 29,865.36
18	D-701	36" RCP, Class IV	LF	201	\$ 88.159	\$ 17,719.96	201	\$ 88.159	\$ 17,719.96
19	D-701	Connect Existing Pipe to Proposed Drop Inlet	EA	2	\$ 100.00	\$ 200.00	0	\$ 100.00	-
20	D-701	Connect Proposed Pipe to Existing Drop Inlet	EA	1	\$ 100.00	\$ 100.00	1	\$ 100.00	\$ 100.00
21	D-751	48" Diameter Junction Box, 0'-10' Depth	EA	1	\$ 7,000.00	\$ 7,000.00	0	\$ 7,000.00	-
22	D-751	48" Diameter Drop Inlet, 0'-10' Depth	EA	2	\$ 6,400.00	\$ 12,800.00	1	\$ 6,400.00	\$ 6,400.00
23	D-751	48" Diameter Drop Inlet, 10'-20' Depth	EA	1	\$ 8,600.00	\$ 8,600.00	0	\$ 8,600.00	-
24	D-751	60" Diameter Drop Inlet, 10'-20' Depth	EA	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ 10,000.00
25	D-751	60" Diameter Drop Inlet, 20'-30' Depth	EA	1	\$ 22,000.00	\$ 22,000.00	1	\$ 22,000.00	\$ 22,000.00
26	D-752	15" Concrete Flared End Section	EA	2	\$ 900.00	\$ 1,800.00	0	\$ 900.00	-
27	D-752	24" Concrete Flared End Section	EA	1	\$ 1,400.00	\$ 1,400.00	0	\$ 1,400.00	-
28	D-752	36" Concrete Flared End Section	EA	1	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00	\$ 1,600.00
29	F-162	24" Swing Gate	EA	1	\$ 4,987.00	\$ 4,987.00	0	\$ 4,987.00	-
30	F-162	8' Chain Link Fence	LF	578	\$ 39.79	\$ 22,998.62	286	\$ 39.79	\$ 11,379.94
31	P-101	Full Depth Bituminous Pavement Removal	SY	3,657	\$ 6.31	\$ 23,061.04	3,657	\$ 6.31	\$ 23,075.67
32	P-101	Relocate Existing Sign	EA	2	\$ 300.00	\$ 600.00	2	\$ 300.00	\$ 600.00
33	P-101	Remove Existing 12" CPP	LF	64	\$ 10.00	\$ 640.00	64	\$ 10.00	\$ 640.00
34	P-101	Remove Existing 15" RCP	LF	33	\$ 10.00	\$ 330.00	33	\$ 10.00	\$ 330.00
35	P-101	Remove Existing 18" RCP	LF	60	\$ 25.00	\$ 1,500.00	0	\$ 25.00	-
36	P-101	Remove Existing 24" CMP	LF	61	\$ 25.00	\$ 1,525.00	0	\$ 25.00	-
37	P-101	Remove Existing 24" CPP	LF	26	\$ 38.46	\$ 999.96	26	\$ 38.46	\$ 999.96
38	P-101	Remove Existing 24" RCP	LF	331	\$ 11.48	\$ 3,799.88	307	\$ 11.48	\$ 3,524.36
39	P-101	Remove Existing Gravel Road	SY	913	\$ 4.38	\$ 3,998.94	0	\$ 4.38	-
40	P-101	Remove Existing Junction Box	EA	2	\$ 500.00	\$ 1,000.00	2	\$ 500.00	\$ 1,000.00
41	P-101	Remove Existing Light and Splice Existing Circuit, Complete	EA	1	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	\$ 8,000.00
42	P-101	Remove Existing Riprap Apron	SY	182	\$ 3.29	\$ 598.78	91	\$ 3.29	\$ 299.39
43A	P-151	Clearing and Grubbing	AC	0.0	\$ 9,602.86	-	1.4	\$ 9,602.86	\$ 13,444.00
43B	P-151	Clearing and Grubbing	AC	4.4	\$ 9,602.00	\$ 42,248.80	2.8	\$ 9,602.00	\$ 26,885.60
44A	P-151	Remove Existing Fence	LF	0	\$ 3.19	-	1,979	\$ 3.19	\$ 6,313.01
44B	P-151	Remove Existing Fence	LF	2,581	\$ 2.45	\$ 6,323.45	286	\$ 2.45	\$ 700.70
45	P-151	Remove Existing Sign	EA	4	\$ 200.00	\$ 800.00	4	\$ 200.00	\$ 800.00
46	P-152	Geo Grid	SY	28,000	\$ 2.00	\$ 56,000.00	28,000	\$ 2.00	\$ 56,000.00
47	P-152	Rubble Removal	CY	20,000	\$ 13.89	\$ 277,800.00	20,000	\$ 13.89	\$ 277,800.00
48A	P-152	Unclassified Excavation	CY	0	\$ 6.78	-	50.900	\$ 6.78	\$ 345,102.00
48B	P-152	Unclassified Excavation	CY	195,730	\$ 5.79	\$ 1,133,276.70	52,251	\$ 5.79	\$ 302,533.29
49	P-152	Unsuitable Excavation	CY	13,990	\$ 7.96	\$ 111,360.40	7,324	\$ 7.96	\$ 58,299.04
50	P-209	Crushed Aggregate Base Course, 6in Depth	SY	900	\$ 10.00	\$ 9,000.00	900	\$ 10.00	\$ 9,000.00
51	P-209	Crushed Aggregate Base Course, 8in Depth	SY	3,582	\$ 12.78	\$ 45,777.96	3,582	\$ 12.78	\$ 45,777.96
52	P-602	Bituminous Prime Coat	GL	875	\$ 8.00	\$ 7,000.00	875	\$ 8.00	\$ 7,000.00
53	P-603	Bituminous Tack Coat	GL	300	\$ 4.50	\$ 1,350.00	300	\$ 4.50	\$ 1,350.00
54A	T-901	Seeding (Mulched)	AC	0.00	\$ 1,911.63	-	22.70	\$ 1,911.63	\$ 43,394.00
54B	T-901	Seeding (Mulched)	AC	35.10	\$ 1,911.00	\$ 67,076.10	5.20	\$ 1,911.00	\$ 9,937.20
55A	T-905	Topsoiling (On-Site stripping and final placement)	CY	0	\$ 7.10	-	5,500	\$ 7.10	\$ 39,050.00
55B	T-905	Topsoiling (On-Site stripping and final placement)	CY	21,550	\$ 2.41	\$ 51,935.50	12,225	\$ 2.41	\$ 29,462.25
56	SCDOT 1071000	Traffic Control	LS	1	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00	\$ 12,000.00
57	SCDOT 625	Pavement Marking (White)	SF	60	\$ 6.50	\$ 390.00	60	\$ 6.50	\$ 390.00
58	SCDOT 625	Pavement Marking (Yellow)	SF	771	\$ 3.76	\$ 2,898.96	771	\$ 3.76	\$ 2,898.96
59	SCDOT 651	Proposed Sign	EA	1	\$ 300.00	\$ 300.00	1	\$ 300.00	\$ 300.00
60	P-155	Asphalt Intermediate Course	TN	420	\$ 91.024	\$ 38,230.08	420	\$ 91.02	\$ 38,228.40
61	P-155	Asphalt Surface Course	TN	420	\$ 91.024	\$ 38,230.08	420	\$ 91.02	\$ 38,228.40
62	32 12 18	Crushed Stone Paving, 6in Depth	SY	286	\$ 10.00	\$ 2,860.00	0	\$ 10.00	-
63	SC-30	AT&T Cable Relocation	ALW	1	\$ 35,000.00	\$ 35,000.00	1	\$ 35,000.00	\$ 35,000.00
64	SC-30	Overhead Electric Cable Relocation	ALW	1	\$ 16,000.00	\$ 16,000.00	1	\$ 16,000.00	\$ 16,000.00
65	SC-30	Underground Electric Cable Relocation	ALW	1	\$ 101,000.00	\$ 101,000.00	1	\$ 101,000.00	\$ 101,000.00
<b>Schedule C - TOTAL</b>						<b>\$ 2,805,378.67</b>		<b>\$ 2,101,783.46</b>	



**NOTES**  
**PLANNING & ECONOMIC DEVELOPMENT**  
**COMMITTEE MEETING**  
**June 4, 2019**

Growth Development Strategies

Mr. Chapman addressed the Committee utilizing a PowerPoint presentation entitled “Growth & Development Strategy: Entry Corridors” and gave a brief presentation.

Discussion continued to include:

- Amount of traffic in specific corridors
- Potentially partner with the railroad regarding the right side for landscaping to help entrance area
- Additional entry corridors that should be considered are Hwy 183 and Hwy 188
- Internal scenic highways

Mr. Davis made a motion, seconded by Mr. Elliott, approved 3 – 0, to refer the Corridor Entry Focus, Phase 1 to the Planning Commission to work with the Planning Director, to include Hwy 123 Clemson entrance, Exit 1, Hwy 76, and Hwy 130.

Comprehensive Plan Update

Mr. Chapman addressed the Committee utilizing a PowerPoint presentation entitled “Comprehensive Plan 2030 Update” and gave a brief presentation.

The Committee no action on this matter.

Hwy 123 Corridor Plan Update

Mr. Adam Chapman addressed the Committee utilizing a PowerPoint presentation entitled “Highway 123 Study Update” and gave a brief presentation.

Mr. Davis made a motion, seconded by Mr. Elliott, approved 3 – 0, to refer the Corridor Entry Focus to the Planning Commission to look at the other factors involved in corridor planning and continue moving forward on the Hwy 123 Corridor.

Economic Development Update

Ms. Janet Hartman, Interim Economic Alliance Director & Destination Oconee Manager, addressed the Committee utilizing a PowerPoint presentation [copy filed with backup materials] entitled “Economic Development Update, 6/4/2019” and gave a brief presentation.

The Committee no action on this matter.

The next Planning & Economic Development Committee meeting is scheduled for Tuesday, November 19, 2019 beginning at 4:30 p.m. and will immediately precede or follow the Real Estate, Facilities, & Land Management meeting, which is also scheduled at 4:30 pm.



**NOTES**  
**PLANNING & ECONOMIC DEVELOPMENT**  
**COMMITTEE MEETING**  
**August 20, 2019**

Update Regarding Current Development Statistics for Oconee County

Mr. Chapman addressed the Committee utilizing a PowerPoint presentation entitled “Some Development Statistics, from January 1<sup>st</sup> through August 15<sup>th</sup>” and gave a brief presentation.

Mr. Davis thanked Mr. Chapman for compiling the report and noted it was good to see Oconee County continuing to grow, especially on the industrial side. He further noted Lakeside Lodge has talked about how wonderful the inspection process has been from the Planning Department to the Building Codes Department and also Project Epoch spoke very highly of Oconee County. Mr. Davis also thanked Ms. Brock and staff for what they are doing.

Mr. Elliott echoed Mr. Davis’s comments noting it is a sign that Oconee County is strong and getting stronger.

**The Committee took no action on this matter at this time.**

Survey Establishing Baseline Information regarding the Utica Community

Mr. Chapman addressed the Committee utilizing a PowerPoint presentation entitled “Utica Survey” and gave a brief presentation.

Ms. Brock noted the following to include but not limited to:

- Expanding the application field for public service, public safety, etc.
- Application was created to develop the criteria for how to address issues we have experienced in Utica
- Spoke with Oconee Community Theatre in the past about potentially giving Oconee County land for the designation of a Sheriff’s substation

**The Committee no action on this matter.**

Economic Development Update

Ms. Janet Hartman, Interim Economic Alliance Director & Destination Oconee Manager, addressed the Committee utilizing a PowerPoint presentation [copy filed with backup materials] entitled “Economic Development Update, 8/20/2019” and gave a brief presentation.

Discussion continued to include:

- Opportunity zones; two in Oconee County which are the Utica area and the Newry area
- Interest from investors in opportunity funds to start putting money to work in these different communities
- State of South Carolina is offering a grant for the counties to apply which would allow the County to utilize funds to pay an outside vendor to complete an Economic Impact Study
- Propose the County to submit a Request for Proposal [RFP] for a vendor to complete an Economic Impact Study

- Due to the opportunity zones being close in proximity, suggest completing in a radius that would encapture the majority of it
- Get RFP out and get a proposal back, we can submit the proposal to the State and the grant is worth \$25,000
- Application is due by October 1<sup>st</sup>

Mr. Davis made a motion, seconded by Mr. Elliott, approved 3 – 0, to refer to full Council for submission of an RFP for a vendor to complete an Economic Impact Study for the two opportunity zones in Oconee County.

**New Business:**

Mr. Elliott noted the architecture for Oconee County was defined as rustic and Appalachian. He asked that Mr. Chapman and Ms. Brock look at the selected corridors and come up with a definition or standard for this type of architecture and also investigate the additional cost to a contractor for complying with this standard in relation to a new ordinance requiring the commercial buildings in those selected corridors.

Mr. Elliot made a motion, seconded by Mr. Davis, approved 3 – 0, to direct staff to research a potential ordinance and the cost to developers or contractors for complying therewith, including the definition of rustic elegance.

Mr. Elliott noted signs for commercial buildings need a standard maximum height, width, and distance from the road due to safety concerns and to possibly write an ordinance requiring this on the selected corridors for commercial buildings.

Per Mr. Davis, Mr. Frankie Pearson, Planning Commission Chairman, addressed the Committee and noted the Planning Commission wants Council's input on what they want in the community regarding signage and does not want to overstep their boundaries.

Per Mr. Elliott, Mr. Mike Smith, Planning Commission member, addressed the Committee and noted they needed to take a look at the signs height and width and further noted citizens are using GPS systems on their phones and not looking for signs.

Mr. Elliott made a motion, seconded by Mr. Davis, approved 3 – 0, for the Planning Director to work with Planning Commission to investigate the business corridors on Hwy 123 from the Clemson entrance to Georgia, I85 at Exit 1, Hwy 76, Hwy 130, and Hwy 28 and in that investigation to include the topics of rustic elegance, parameters and statistics, business signage, and setbacks for shrubbery.

The next Planning & Economic Development Committee meeting is scheduled for Tuesday, November 19, 2019 beginning at 4:30 p.m. and will immediately precede or follow the Real Estate, Facilities, & Land Management meeting, which are also scheduled at 4:30 pm.



**NOTES**  
**REAL ESTATE, FACILITIES & LAND MANAGEMENT**  
**COMMITTEE MEETING**  
**June 4, 2019**

**Farm Center Update / Stanley Gibson**

Mr. Davis gave a brief update from Mr. Stanley Gibson regarding the Farm Center. He noted they are waiting on SCDOT engineering for secondary road entrance and should be received this month.

Ms. Brock noted they did receive clearance for the utility that was the holdup in the past and the engineering firm is working diligently to get the engineering completed so it can go out for bid.

**The Committee took no action on this matter at this time.**

**Update regarding Westminster Magistrate**

Ms. Brock updated the Committee regarding the Westminster Magistrate noting the Administrator's Office has worked alongside the legal office and has issued a letter of intent for the property that was previously discussed. She further noted she has spoken with an individual that has additional properties inside the City of Westminster and would like permission to continue those discussions with this individual. The Committee noted this would be in the parameters of the discussions so far and continuing to have the options open and is hopeful of having a decision on a location by the end of July.

**The Committee took no action on this matter at this time.**

**Update regarding Pine Street Security**

Ms. Brock noted this is a sensitive matter and have begun small phases and implementations, meeting with professionals in the field of building security, training, etc. She further noted there will be some implementation and most of these will not be visible or discussed.

**The Committee took no action on this matter at this time.**

**Other Business**

Mr. Davis noted the County is looking at improving the sound system in Council Chambers. Ms. Brock noted they had professionals come in to look at Council Chambers and hopefully by the next Council meeting, there will be a completely new microphone system in place.

The next Real Estate, Facilities & Land Management Committee meeting is scheduled for Tuesday, September 3, 2019 beginning at 4:30 p.m. and will either immediately precede or follow the Law Enforcement, Public Safety, Health & Welfare Committee meeting, which is also scheduled at 4:30 p.m.



# NOTES

## LAW ENFORCEMENT, PUBLIC SAFETY, HEALTH & WELFARE COMMITTEE MEETING

July 16, 2019

### Discussion regarding Municipal Waste and Recycling & Discussion regarding Alternate Waste Processing Methods

Mr. McCall began the discussion noting he had a conference call with Ms. Chen regarding recycling.

Discussion continued to include:

- Chinese use mechanical optic sorting, not labor
- Council set policy as how recycling should take place
- Once information is obtained from Ms. Chen, give to Ms. Brock to investigate

**The Committee took no action on this matter at this time.**

Mr. McCall noted that he found several large cases of new life jackets and will be putting them at Fall Creek. He commended the City of Walhalla and YMCA for teaching swimming lessons. He also noted they have grant money for citizens that may not be able to afford the lessons.

### Discussion regarding Emergency Services Capital Replacement Plan

Chief King addressed the Emergency Services Capital Replacement Plan and noted the number of vehicles that exist in our organization and across our County are providing a real service and discussed the replacement cycle.

Discussion also included creating a lease for the first year to catch up for the trucks that were not purchased, fund balance, and rotation cycle.

**The Committee took no action on this matter at this time.**

Per Mr. McCall, Ms. Brock noted in the FY2020, waste management is budgeted for \$1,400,000. In FY2018, the actual number was \$1,401,456 and in FY2017 the actual number was \$1,270,721. Discussion continued.

**Mr. Davis made a motion, seconded by Mr. McCall, approved 3 – 0, for the County Administrator to direct staff to continue looking at alternative waste processing methods from waste energy plants.**

Mr. McCall asked to meet prior to the September 17, 2019 Law Enforcement, Public Safety, Health & Welfare Committee meeting. The Committee agreed to have an additional meeting on September 3, 2019 beginning at 4:30 p.m.



# Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Officio]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart				
							2019-2022	2017-2020	2019-2022	2017-2020	2017-2020	2019-2022	2017-2020	2019-2022	
							District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio	
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	David Bryant [1]	Auby Perry [3]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [2]	Michael Gray [1]		
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Walter Rikard [1]	Doug Hollifield [1]	Sandra Gray [2]	Ed Land [1]	Vickie Willoughby [1]	Debbie Sewell [2]	Rex Blanton [1]	Kerrie Roach [1]	
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Libby Imbody [1]	Mariam Noorai [2]	Tony Adams [1]	Stacy Smith	Daniel Dreher [1]	Bill Bruehl [1]		
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Jim Codner [2]	Gwen Fowler [1]	Bill Gilster [2]	Marty McKee [1]	Ryan Honea [1]	John Eagar [1]	Charles Morgan [1]		
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	Matt Rochester [2]; Kenneth Owen [1]; Kevin Knight [1]; John Sandifer [1]; Joshua Lusk [1]; Osceola Gilbert [1]; <b>VACANT</b>								
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [1]	D. Ryan Keese [1]	Marvin Prater [2]	Frank Ables [1]	Emily Hitchcock [1]	Frances Rundlett [1]		
Destination Oconee Action Committee															
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [2]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]		
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March								Scott Lusk [1]	Staley Powell [1]
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	Sarai Melendez [1, 6/19]; Diane Smathers [1, 1/19]; Katherine Smith [1, 1/19]			B. Brackett [1/17][1]; A. Griffin [1/17][1]; K. Holleman [1/17][2]; L. Martin [1/17][2]; A. Suddeth [1/17][2]; C. Morrison [1/17][1]					
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	Andrew Gramling [1]	Alex Vassey [2]	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail [2]	Mike Johnson [2]		
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open								
Capital Project Advisory Committee (end 1.17)															
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV								
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, Interim Administrator; Mr. Sammy Dickson								
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge								
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen								
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]								

[ # ] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.

[SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED

**Bold Italics TEXT denotes member inelligible for reappointment - having served or will complete serving max # of terms at the end of their current term.**

NOTICE OF PUBLIC HEARING

THERE WILL BE a public hearing at 6pm, Tuesday, September 3, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA OCONEE COUNTY Ordinance 2019-19

SATURDAY, AUGUST 10, 2019

LEGAL NOTICES

LEGALS

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION AT THE OCONEE INDUSTRY AND TECHNOLOGY PARK; AND OTHER MATTERS RELATED THERETO.

NOTICE OF PUBLIC HEARING

THERE WILL BE a public hearing at 6pm, Tuesday, September 3, 2019 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA OCONEE COUNTY Ordinance 2019-18

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND TRI-COUNTY ENTREPRENEURIAL DEVELOPMENT CORPORATION AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 104 BROWN SQUARE DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE FAMILY COURT TENTH JUDICIAL CIRCUIT Case No. 2018-DR-37-352

Heather L. O'Kelly and James A. O'Kelly,

Plaintiffs,

-vs-

LEGAL NOTICES

LEGALS

Carra M. Lee and Thomas J. Roach,

Defendant.

SUMMONS FOR RELIEF (Complaint Not Served)

TO THE DEFENDANT, THOMAS J. ROACH ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to apply to the Clerk of this Court for a copy of the Complaint filed in this matter on the 23rd day of May, 2018, and to Answer the Complaint and serve a copy of your Answer upon the undersigned at their offices at 107 North Fairplay Street [or at P. O. Box 795] in Seneca, South Carolina, thirty days after service hereof upon you, exclusive of the day of such service, and if you fail to answer the Complaint within that time, the Plaintiff will apply to the Court for the relief sought therein.

NOTICE OF FINAL HEARING

YOU WILL PLEASE TAKE NOTICE that final hearing has been scheduled in the above referenced matter at 9:30 a. m. on the 4th day of October, 2019, before the Hon. MARSH ROBERTSON, at the Oconee County Courthouse 2ND Floor Courtroom 2B, Walhalla, South Carolina. (NOTE: The Presiding Judge is subject to change)

Andrew K. Holliday, Attorney for Plaintiff Derrick, Ritter, Williams & Morris, P.A. 107 North Fairplay Street (29678) P.O. Box 795, Seneca, SC 29679 Telephone: (864) 882-2747 SC Bar No. 101754 August 6, 2019

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STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL.

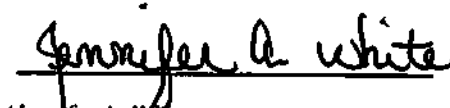
IN RE: NOTICE OF PUBLIC HEARING 2019-19

BEFORE ME the undersigned, a Notary Public for the State and County above named. This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 08/10/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

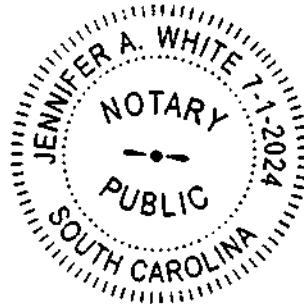


Hal Welch  
General Manager

Subscribed and sworn to before me this  
08/10/2019



Jennifer A. White  
Notary Public  
State of South Carolina  
My Commission Expires July 1, 2024



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**LEGAL NOTICES**

**LEGALS**

**NOTICE OF APPLICATION**

HE IS HEREBY given that Brewing Company, LLC ino apply to the South Carolina ment of Revenue for a /permit that will allow the sale emises consumption of Beer, & Liquor at 104B Madden Rd., Central, SC 29630.

JECT TO the issuance of this license, written protest must rmarked no later than August 19.

PROTEST to be valid, it must riting, and should include the g information:

he name, address and tele- number of the person filing the

he specific reasons why the tion should be denied;

hat the person protesting is to attend a hearing (if one is ted by the applicant);

hat the person protesting in the same county where the ed place of business is or within five miles of the ss; and,

he name of the applicant and dress of the premises to be d.

ESTS MUST BE mailed to: Department of Revenue, ABL ON, P.O. Box 125, Columbia, 214-0907; or faxed to: (803) 10.

**LEGAL NOTICES**

**LEGALS**

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**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

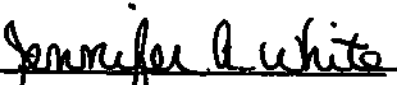
**OCONEE COUNTY COUNCIL**

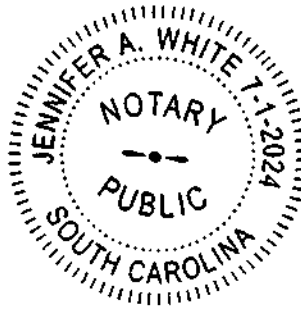
**IN RE: NOTICE OF PUBLIC HEARING 2019-18**


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\_\_\_\_\_  
Hal Welch  
General Manager


Subscribed and sworn to before me this  
08/10/2019

  
\_\_\_\_\_  
Jennifer A. White  
Notary Public  
State of South Carolina  
My Commission Expires July 1, 2024



## Oconee County Council



Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-718-1023  
Fax: 864-718-1024

E-mail:  
[ksmith@oconesc.com](mailto:ksmith@oconesc.com)

John Elliott  
Chair Pro Tem  
District I

Wayne McCall  
District II

Paul A. Cain  
Vice Chair  
District III

Julian Davis, III  
Chairman  
District IV

J. Glenn Hart  
District V



The Oconee County Council will meet in 2019 on the first and third Tuesday of each month with the following exceptions:

- January meetings will be held on the second and fourth Tuesday;
- July, August, & November meetings, which will be **only** on the third Tuesday of each of the three months;
- April meetings will be held on the first and fourth Tuesday.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat from 2:00 p.m. to 5:00 p.m. on Wednesday, February 27, 2019 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 7, 2020 in Council Chambers at which point they will establish their 2020 Council and Committee meeting schedules.

Oconee County Council will also have a joint workshop with the Oconee County Planning Commission on Thursday, January 17, 2019 in Council Chambers for the purpose of discussing the comprehensive plan.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

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The Transportation Committee at 4:30 p.m. on the following dates: February 19, May 7, July 16, & October 1, 2019.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

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The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.

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**LEGALS**

phone number of the person filing the protest;  
(2) The specific reasons why the application should be denied;  
(3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);  
(4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,  
(5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:  
S.C. Department of Revenue,  
ABL SECTION,  
P.O. Box 125,  
Columbia, SC 29214-0907;  
or faxed to: (803) 896-0110

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**PUBLISHER'S AFFIDAVIT**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**


**OCONEE COUNTY COUNCIL**

**IN RE: NOTICE OF MEETING SCHEDULE AND EXCEPTIONS FOR 2019**

**BEFORE ME** the undersigned, a Notary Public for the State and County above named. This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/12/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

  
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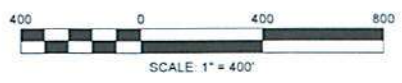
Subscribed and sworn to before me this  
01/12/2019

  
\_\_\_\_\_  
Kelsie Beebe  
Notary Public  
State of South Carolina  
My Commission Expires February 13, 2028

**KELSIE BEEBE**  
Notary Public, State of South Carolina  
My Commission Expires 2/13/2028

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FILE PATH: J:\Marketing\Airports\Oconee Airport Improvement Program\FY 19 CAD\PROP PROJECT\EXHIBIT.dwg, FILE/PATH: 02/17/2019 8:37:41 AM



**LEGEND**

NEBO CHURCH ROAD DEMOLITION	
NEBO CHURCH ROAD (CONSTRUCTION)	
MAIN APRON EXPANSION (CONSTRUCTION)	

  
 community infrastructure consultants  
 1320 MAIN STREET  
 SUITE 400  
 COLUMBIA, SC 29201  
 (716) 803-786-4261  
 (716) 803-786-4263  
 WWW.WKDICKSON.COM

PROJECT NAME: **OCONEE COUNTY REGIONAL AIRPORT**  
 SERENCA, SOUTH CAROLINA  
 DRAWING TITLE: **ROAD RELOCATION / APRON EXPANSION PROJECT CONCEPT EXHIBIT**

PROJ. MGR.: JJB  
 DESIGN BY: BJF  
 DRAWN BY: BJF  
 PROJ. DATE: 08/27/2019  
 DRAWING NUMBER:  
**1 OF 1**  
 WKD PROJ. NO.:  
**RFA FY19**



September 3, 2019

# Public Comment

## SIGN IN SHEET

6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

**PLEASE PRINT**

	FULL NAME	PURPOSE OF COMMENT
1	MATT Durham	Plan For Future with out Oconee Mch
2	Jean Jennings	<del>Also</del> <sup>air port extension</sup> calls Mr McCalls - about plastics
3	mihe Creashear	Introduce New K-9
4	Tony Adams	<del>OTR</del> OTRSA REBATE
5	B APPERT	
6	Melvin Henderson Jr.	Oconee Air Port + Mt. Nebo BAPT Church
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.





# PUBLIC HEARING SIGN IN SHEET

## OCONEE COUNTY COUNCIL MEETING

DATE: September 3, 2019 6:00 p.m.

**Ordinance 2019-18** "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND TRI-COUNTY ENTREPRENEURIAL DEVELOPMENT CORPORATION AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 104 BROWN SQUARE DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

**Please PRINT your name**

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A large, handwritten signature in blue ink is written across the table, starting from the right side of row 1 and extending diagonally down to the left side of row 22. The signature is stylized and appears to be "K. J. ...".



**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: September 3, 2019 6:00 p.m.**

**Ordinance 2019-19** "AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION AT THE OCONEE INDUSTRY AND TECHNOLOGY PARK; AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

*Everyone speaking before Council will be required to do so in a civil manner.*

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**Please PRINT your name**

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*[Handwritten signature in blue ink: "K. J. ..."]*

Oconee County, South Carolina



# General Fund Monthly Council Report

## General Fund Monthly Council Report

	Budget	Jul-19	Aug-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
<b>General Fund Revenue</b>								
080 Encumbrance Roll from FY 2019								Will Show in September Report
080 Local Revenue	45,753,026.00	538,269.50	1,430,751.82	1,969,021.32	-	43,784,004.68	96%	
081 State Revenue	3,863,908.00	-	716,509.51	716,509.51	-	3,147,398.49	81%	
082 Federal Revenue	69,500.00	-	165.00	165.00	-	69,335.00	100%	
090 Other Financing Sources	303,043.00	-	6,964.04	6,964.04	-	296,078.96	98%	
<b>Total General Fund Revenue</b>	<b>49,989,477.00</b>	<b>538,269.50</b>		<b>2,692,659.87</b>	<b>-</b>	<b>47,296,817.13</b>		
<b>General Fund Expenditures</b>								
101 Sheriff	8,908,806.00	445,222.43	1,004,614.66	1,449,837.09	90,916.51	7,368,052.40	83%	
103 Coroner	258,302.00	7,127.17	35,483.84	42,611.01	927.35	214,763.64	83%	
104 Communications	1,581,694.00	71,610.43	170,235.07	241,845.50	1,788.38	1,338,060.12	85%	
106 Law Enforcement Center	4,025,939.00	209,611.35	463,152.67	672,764.02	465,207.69	2,887,967.29	72%	Encumbrances for the entire year
107 Ems & Fire Services	4,441,956.00	146,554.56	354,915.92	501,470.48	120,924.11	3,819,561.41	86%	
110 Animal Control	640,407.00	29,887.09	59,170.18	89,057.27	1,500.00	549,849.73	86%	
202 Parks, Recreation, & Tour	756,728.00	144,266.33	52,441.83	196,708.16	1,355.57	558,664.27	74%	
203 High Falls Park	441,620.00	23,951.88	57,108.94	81,060.82	21,743.00	338,816.18	77%	
204 South Cove Park	515,213.00	22,260.42	56,292.76	78,553.18	-	436,659.82	85%	
205 Chau Ram Park	360,875.00	12,470.55	31,106.42	43,576.97	-	317,298.03	88%	
206 Library	1,426,820.00	123,728.56	140,701.29	264,429.85	9,438.69	1,152,951.46	81%	
301 Assessor	1,040,306.00	40,231.14	102,946.30	143,177.44	65,824.32	831,304.24	80%	
302 Auditor	554,485.00	25,794.91	48,408.49	74,203.40	90,436.74	389,844.86	70%	Encumbrances for the entire year
303 Brd Of Assessment Appeals	12,001.00	148.33	250.71	399.04	-	11,601.96	97%	
305 Tax Collector	445,660.00	36,029.40	33,013.68	69,043.08	152,632.64	223,984.28	50%	Encumbrances for the entire year
306 Treasurer	614,715.00	30,958.99	55,035.37	85,994.36	128,284.80	400,435.84	65%	Encumbrances for the entire year
402 Dept Of Social Services	21,200.00	838.92	922.07	1,760.99	-	19,439.01	92%	
403 Health Department	41,634.00	-	2,051.77	2,051.77	-	39,582.23	95%	
404 Veterans' Affairs	197,448.00	8,619.70	20,592.54	29,212.24	2,378.05	165,857.71	84%	
501 Clerk Of Court	706,363.00	39,735.11	110,685.57	150,420.68	9,331.64	546,610.68	77%	
502 Probate Court	357,171.00	16,488.68	40,737.97	57,226.65	3,372.82	296,571.53	83%	
504 Solicitor	943,375.00	43,575.40	103,865.18	147,440.58	-	795,934.42	84%	
509 Magistrate	849,591.00	32,452.45	117,685.00	150,137.45	27,174.12	672,279.43	79%	
510 Public Defender	240,000.00	-	120,000.00	120,000.00	-	120,000.00	50%	Paid out in two quarterly payments
601 Road Department	2,836,830.00	113,791.58	238,220.60	352,012.18	41,633.19	2,443,184.63	86%	
702 Community Development	664,419.00	51,876.68	61,181.97	113,058.65	36,416.19	514,944.16	78%	
704 County Council	308,055.00	27,016.40	27,134.70	54,151.10	7,418.72	246,485.18	80%	
705 Direct Aid	762,900.00	38,492.00	177,700.00	216,192.00	-	546,708.00	72%	
706 Delegation	93,885.00	3,765.76	9,870.49	13,636.25	717.31	79,531.44	85%	
707 Economic Development	729,741.00	13,940.20	112,766.51	126,706.71	3,472.30	599,561.99	82%	
708 Finance Department	619,547.00	58,185.72	61,734.31	119,920.03	4,275.99	495,350.98	80%	
709 Non-Departmental	2,927,030.00	13,862.07	58,898.22	72,760.29	5,000.00	2,849,269.71	97%	
710 Human Resources	326,404.00	11,195.40	34,433.47	45,628.87	2,911.99	277,863.14	85%	
711 Information Technology	895,927.00	30,007.88	108,374.34	138,382.22	64,448.21	693,096.57	77%	
712 Planning Department	275,472.00	10,222.83	27,552.57	37,775.40	1,015.14	236,681.46	86%	
713 Procurement	153,472.00	6,233.72	15,891.86	22,125.58	1,365.15	129,981.27	85%	
714 Facilities Maintenance	1,460,576.00	53,699.67	128,466.15	182,165.82	22,022.31	1,256,387.87	86%	

	Budget	Jul-19	Aug-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
715 Registration & Elections	249,682.00	8,199.99	22,645.32	30,845.31	1,262.93	217,573.76	87%	
716 Soil & Water Conservation	80,171.00	2,168.82	5,545.06	7,713.88	-	72,457.12	90%	
717 Administrator's Office	756,433.00	14,764.75	83,378.00	98,142.75	2,399.64	655,890.61	87%	
718 Solid Waste Department	4,177,264.00	109,575.64	266,488.20	376,063.84	285,980.74	3,515,219.42	84%	
720 Airport	1,263,211.00	67,854.56	104,554.46	172,409.02	585,834.96	504,967.02	40%	Encumbrances for the entire year
721 Vehicle Maintenance	924,797.00	43,011.49	95,262.46	138,273.95	3,909.35	782,613.70	85%	
735 Register Of Deeds	317,069.00	15,147.24	26,607.54	41,754.78	52,189.47	223,124.75	70%	Encumbrances for the entire year
741 County Attorney	369,283.00	10,841.56	34,202.09	45,043.65	-	324,239.35	88%	
095 Other Financing Uses	415,000.00	-	-	-	-	415,000.00	100%	
<b>Total General Fund Expenditures</b>	<b>49,989,477.00</b>	<b>2,215,417.76</b>	<b>4,882,326.55</b>	<b>7,097,744.31</b>	<b>2,315,510.02</b>	<b>40,576,222.67</b>	<b>81%</b>	

## Rock Quarry Fund Monthly Council Report

	Budget	Jul-19	Aug-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
<b>Revenue</b>								
080 Encumbrance Roll from FY 2019								Will Show in September Report- 5,222,053 Plant
080 Local Revenue	6,690,575.00	168,770.45	823,717.69	992,488.14	-	5,698,086.86	85%	
<b>Total Revenue</b>	<b>6,690,575.00</b>	<b>168,770.45</b>		<b>992,488.14</b>	<b>-</b>	<b>5,698,086.86</b>		
<b>Expenditure</b>								
719 Rock Quarry	6,690,575.00	141,872.27	309,123.83	450,996.10	1,370,152.75	4,869,426.15	73%	
095 Other Financing Uses	750,000.00	-	-	-	-	750,000.00	100%	
<b>Total Expenditure</b>	<b>7,440,575.00</b>	<b>141,872.27</b>	<b>309,123.83</b>	<b>450,996.10</b>	<b>1,370,152.75</b>	<b>5,619,426.15</b>	<b>76%</b>	

## Emergency Services Special Revenue Fund

	Budget	Jul-19	Aug-19	Year To Date	Encumbrance	Remaining	Remaining	Notes
<b>Revenues</b>								
080 Encumbrance Roll from FY 2019								Will Show in September Report-
080 Local Revenue	1,500,000.00	11,528.99	10,800.63	22,329.62	-	1,477,670.38	99%	Main Collection Months Nov - Feb
<b>Total Revenue</b>	<b>1,500,000.00</b>	<b>11,528.99</b>		<b>22,329.62</b>	<b>-</b>	<b>1,477,670.38</b>		
<b>Expenditure</b>								
020 Emergency Services Fund	1,500,000.00	3,339.41	3,324.46	6,663.87	-	1,493,336.13	100%	
<b>Total Expenditures</b>	<b>1,500,000.00</b>	<b>3,339.41</b>	<b>3,324.46</b>	<b>6,663.87</b>	<b>-</b>	<b>1,493,336.13</b>	<b>100%</b>	

### Sheriff Victims' Services Special Revenue Fund

	Budget	Jul-19	Aug-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
<b>Revenues</b>								
Assessments/Surcharges	57,000.00	4,570.63	-	4,570.63	-	52,429.37	92%	Aug Revenue will post on the 15 Sept
General Fund Transfer	85,000.00	-	-					
<b>Total Revenue</b>	<b>142,000.00</b>	<b>4,570.63</b>		<b>4,570.63</b>	<b>-</b>	<b>52,429.37</b>		
<b>Expenditure</b>								
Victims Services Salaries (2)	140,513.00	6,127.08	14,082.02	20,209.10	-	120,303.90	86%	
<b>Total Expenditures</b>	<b>140,513.00</b>	<b>6,127.08</b>	<b>14,082.02</b>	<b>20,209.10</b>	<b>-</b>	<b>120,303.90</b>	<b>86%</b>	

### Solicitor Victims' Services Special Revenue Fund

	Budget	Jul-19	Aug-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
<b>Revenues</b>								
Assessments/Surcharges	23,000.00	938.35	-	938.35	-	22,061.65	96%	Aug Revenue will post on the 15 Sept
General Fund Transfer	55,000.00	-	-					
<b>Total Revenue</b>	<b>78,000.00</b>	<b>938.35</b>		<b>938.35</b>	<b>-</b>	<b>22,061.65</b>		
<b>Expenditure</b>								
Victims Services Salary (1)	70,698.00	3,347.80	7,992.33	11,340.13	-	59,357.87	84%	
<b>Total Expenditures</b>	<b>70,698.00</b>	<b>3,347.80</b>	<b>7,992.33</b>	<b>11,340.13</b>	<b>-</b>	<b>59,357.87</b>	<b>84%</b>	

### 911 Communications Special Revenue Fund

	Budget	Jul-19	Aug-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
<b>Revenues</b>								
AT&T Surcharge	160,000.00	-	21,459.28	21,459.28	-	138,540.72	87%	Aug Revenue will post on the 15 Sept
Competitive Local Exchange Carrier	60,000.00	-	6,804.96	6,804.96		53,195.04		
State Wireless	70,000.00	-	31,220.15	31,220.15		38,779.85		
Budget and Control Board	200,000.00	-	45,399.09	45,399.09		154,600.91		
<b>Total Revenue</b>	<b>490,000.00</b>	<b>-</b>	<b>104,883.48</b>	<b>104,883.48</b>	<b>-</b>	<b>385,116.52</b>		
<b>Expenditure</b>								
225 Communications 911 Funds	1,003,000.00	243,055.39	7,992.33	251,047.72	-	751,952.28	75%	
<b>Total Expenditures</b>	<b>1,003,000.00</b>	<b>243,055.39</b>	<b>7,992.33</b>	<b>251,047.72</b>	<b>-</b>	<b>751,952.28</b>	<b>75%</b>	

### Tri-County Technical College Special Revenue Fund

	Budget	Jul-19	Aug-19	Year To Date	Encumbrance	Remaining	Remaining	Notes
<b>Revenues</b>								
Tax Collections	1,670,000.00	14,064.39	12,561.19	26,625.58	-	1,643,374.42	98%	Main Collection Months Nov - Feb
<b>Total Revenue</b>	<b>1,670,000.00</b>	<b>14,064.39</b>	<b>12,561.19</b>	<b>26,625.58</b>	<b>-</b>	<b>1,643,374.42</b>		
<b>Expenditure</b>								
TCTC Payments	1,585,200.00	-	15,637.06	15,637.06	-	1,569,562.94	99%	Payments for the month post the following month on the
<b>Total Expenditures</b>	<b>1,585,200.00</b>	<b>-</b>	<b>15,637.06</b>	<b>15,637.06</b>	<b>-</b>	<b>1,569,562.94</b>	<b>99%</b>	

### Road Maintenance Tax Special Revenue Fund

	Budget	Jul-19	Aug-19	Year To Date	Encumbrance	Remaining	Remaining	Notes
<b>Revenues</b>								
Tax Collections	1,171,920.00	9,872.85	8,815.53	18,688.38	-	1,153,231.62	98%	Main Collection Months Nov - Feb
National Forestry Title I	220,000.00	-	-					
<b>Total Revenue</b>	<b>1,171,920.00</b>	<b>9,872.85</b>	<b>8,815.53</b>	<b>18,688.38</b>	<b>-</b>	<b>1,153,231.62</b>		
<b>Expenditures</b>								
Expenditures	1,470,000.00	21,402.62	12,220.94	33,623.56	-	1,436,376.44	98%	Payments for the month post the following month on the
<b>Total Expenditures</b>	<b>1,470,000.00</b>	<b>21,402.62</b>	<b>12,220.94</b>	<b>33,623.56</b>	<b>-</b>	<b>1,436,376.44</b>	<b>98%</b>	



### Economic Development Capital Projects Fund

	Budget	Jul-19	Aug-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
<b>Revenues</b>								
Tax Collections	1,327,873.00	5,199.73	5,910.31	11,110.04	-	1,316,762.96	99%	Main Collection Months Nov - Feb
FILOT	500,000.00	-	-	-	-	500,000.00	100%	Usually Dec - Feb Payments
<b>Total Revenue</b>	<b>1,827,873.00</b>	<b>5,199.73</b>	<b>5,910.31</b>	<b>11,110.04</b>	<b>-</b>	<b>1,816,762.96</b>		
<b>Expenditures</b>								
Expenditures	1,827,873.00	4,921.21	9,260.40	14,181.61	-	1,813,691.39	99%	
<b>Total Expenditures</b>	<b>1,827,873.00</b>	<b>4,921.21</b>	<b>9,260.40</b>	<b>14,181.61</b>	<b>-</b>	<b>1,813,691.39</b>	<b>99%</b>	

### Bridge and Culvert Capital Projects Fund

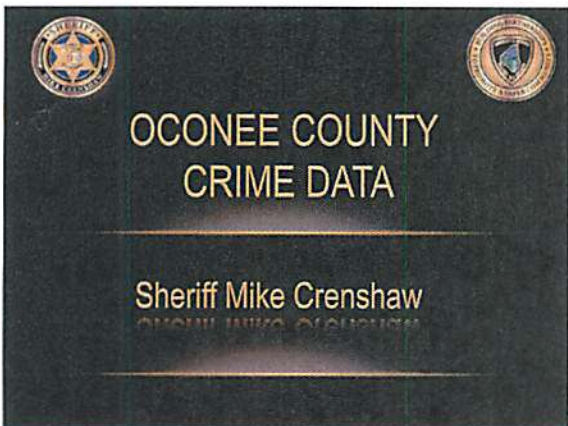
	Budget	Jul-19	Aug-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
<b>Revenues</b>								
Tax Collections	550,000.00	4,693.49	4,191.40	8,884.89	-	541,115.11	98%	Main Collection Months Nov - Feb
<b>Total Revenue</b>	<b>550,000.00</b>	<b>4,693.49</b>	<b>4,191.40</b>	<b>8,884.89</b>	<b>-</b>	<b>541,115.11</b>		
<b>Expenditures</b>								
Expenditures	550,000.00	3,885.13	27,363.77	31,248.90	-	518,751.10	94%	
<b>Total Expenditures</b>	<b>550,000.00</b>	<b>3,885.13</b>	<b>27,363.77</b>	<b>31,248.90</b>	<b>-</b>	<b>518,751.10</b>	<b>94%</b>	

### Capital Equipment & Vehicle Capital Projects Fund

	Budget	Jul-19	Aug-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
<b>Revenues</b>								
Tax Collections	1,096,728.00	-	-	-	-	1,096,728.00	100%	Main Collection Months Nov - Feb
Insurance Proceeds	50,000.00	-	-	-	-	50,000.00	100%	Main Collection Months Nov - Feb
Sale of Capital Assets	50,000.00	-	-	-	-	50,000.00	100%	Main Collection Months Nov - Feb
Transfer from General Capital Projects	129,223.00	-	-	-	-	129,223.00	100%	Main Collection Months Nov - Feb
Transfer from General Fund	275,000.00	-	-	-	-	275,000.00	100%	Main Collection Months Nov - Feb
<b>Total Revenue</b>	<b>1,600,951.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,600,951.00</b>		
<b>Expenditures</b>								
Expenditures	1,600,951.00	-	30,978.12	30,978.12	241,530.00	1,328,442.88	83%	
<b>Total Expenditures</b>	<b>1,600,951.00</b>	<b>-</b>	<b>30,978.12</b>	<b>30,978.12</b>	<b>241,530.00</b>	<b>1,328,442.88</b>	<b>83%</b>	

## Debt Service Fund

	Budget	Jul-19	Aug-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
<b>Revenues</b>								
Tax Collections	1,969,384.00	188,890.74	26,540.70	215,431.44	-	1,753,952.56	89%	Main Collection Months Nov - Feb
<b>Total Revenue</b>	<b>1,969,384.00</b>	<b>188,890.74</b>	<b>26,540.70</b>	<b>215,431.44</b>	<b>-</b>	<b>1,753,952.56</b>		
<b>Expenditures</b>								
2011 GO Bond Detention Center - Payoff 2031	852,750.00	-	-	-	-	852,750.00	100%	Oct 19 and April 20 Payments
2013 GO Bond Echo Hills	221,430.00	-	-	-	-	221,430.00	100%	Oct 19 and April 20 Payments
2016B GO Bond Workforce Development Center	398,370.00	-	-	-	-	398,370.00	100%	Oct 19 and April 20 Payments
<b>Total Expenditures</b>	<b>1,472,550.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>852,750.00</b>		



OCONEE COUNTY  
CRIME DATA

Sheriff Mike Crenshaw

This slide features the Oconee County Sheriff's Office logo in the top left and the Oconee County seal in the top right. The title "OCONEE COUNTY CRIME DATA" is centered in a large, bold, white font. Below the title, the name "Sheriff Mike Crenshaw" is displayed in a smaller white font. The background is a dark, textured gradient.

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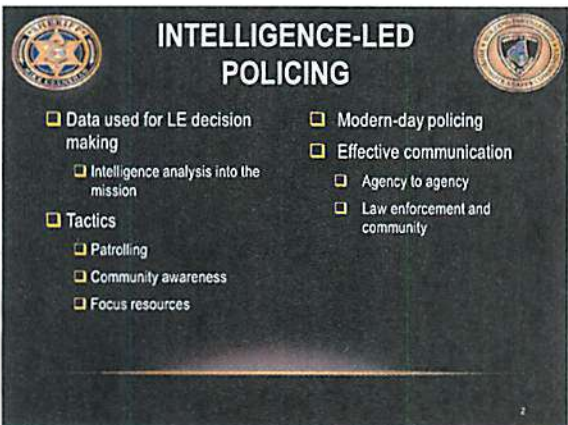
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INTELLIGENCE-LED  
POLICING

- Data used for LE decision making
  - Intelligence analysis into the mission
- Tactics
  - Patrolling
  - Community awareness
  - Focus resources
- Modern-day policing
- Effective communication
  - Agency to agency
  - Law enforcement and community

This slide features the Oconee County Sheriff's Office logo in the top left and the Oconee County seal in the top right. The title "INTELLIGENCE-LED POLICING" is centered in a large, bold, white font. Below the title, there are four bullet points, each with a white square icon. The first two bullet points have sub-bullets. The background is a dark, textured gradient.

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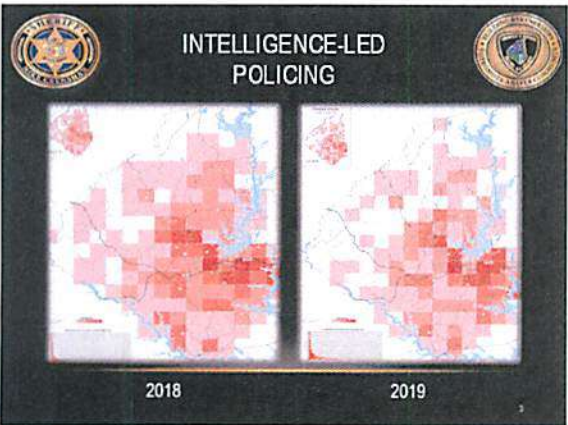
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INTELLIGENCE-LED  
POLICING



2018      2019

This slide features the Oconee County Sheriff's Office logo in the top left and the Oconee County seal in the top right. The title "INTELLIGENCE-LED POLICING" is centered in a large, bold, white font. Below the title, there are two side-by-side maps of Oconee County. The left map is labeled "2018" and the right map is labeled "2019". Both maps use a color scale from light pink to dark red to represent crime density. The background is a dark, textured gradient.

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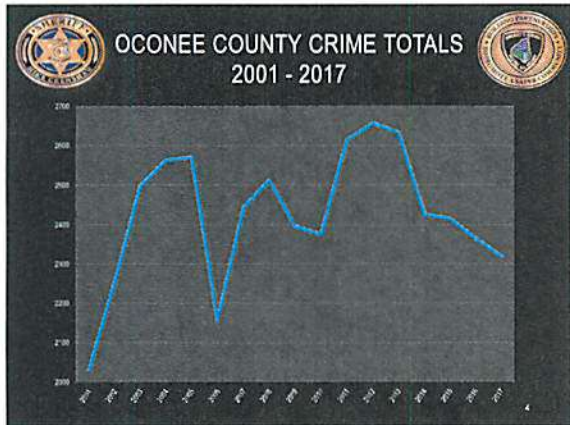
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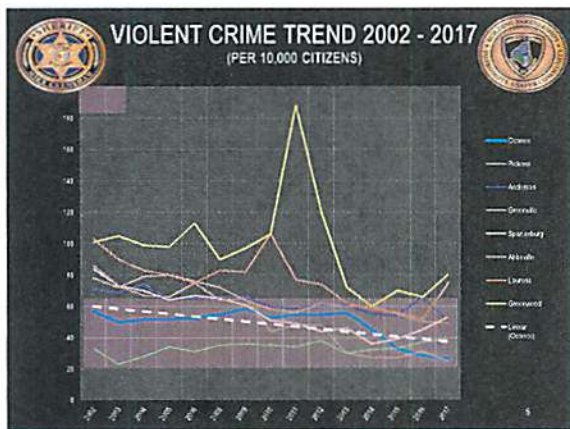
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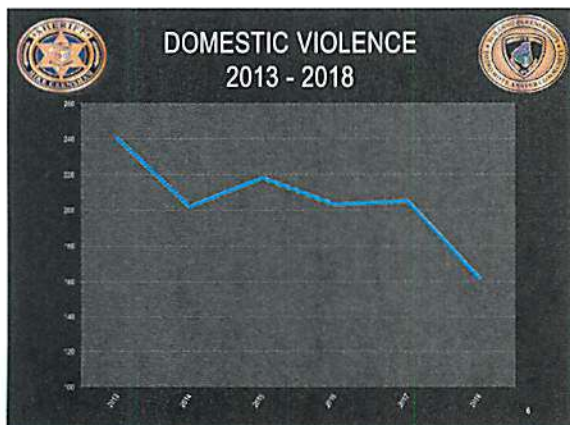
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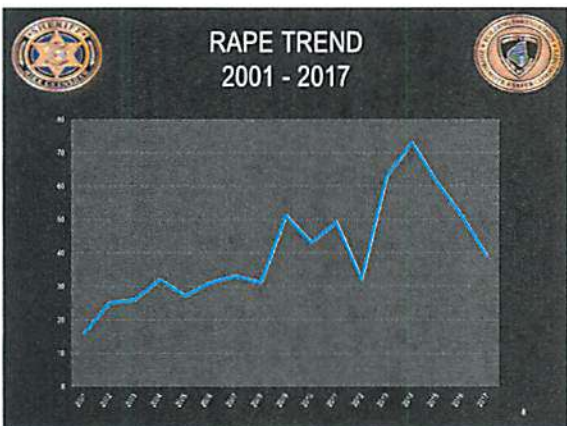
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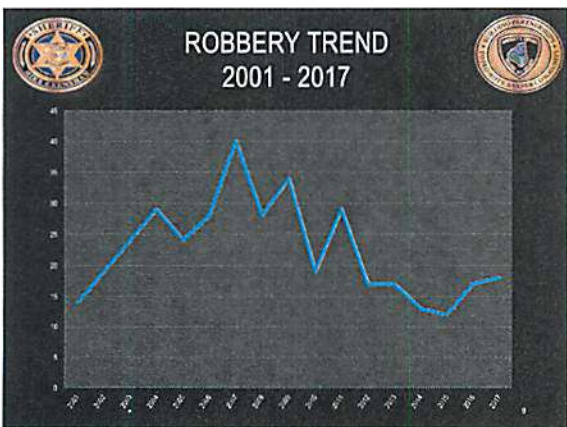
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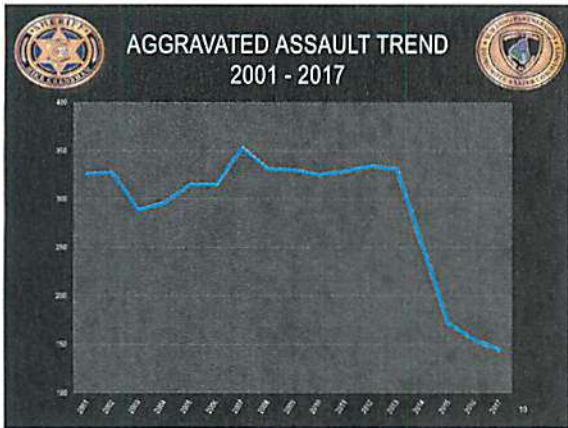
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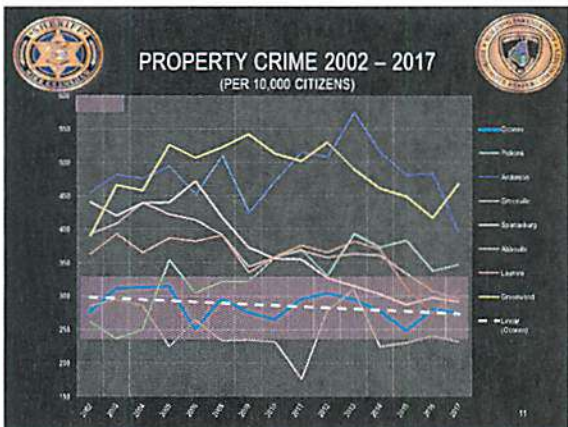
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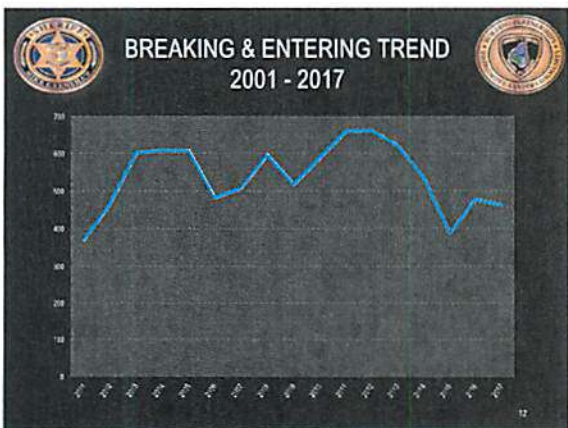
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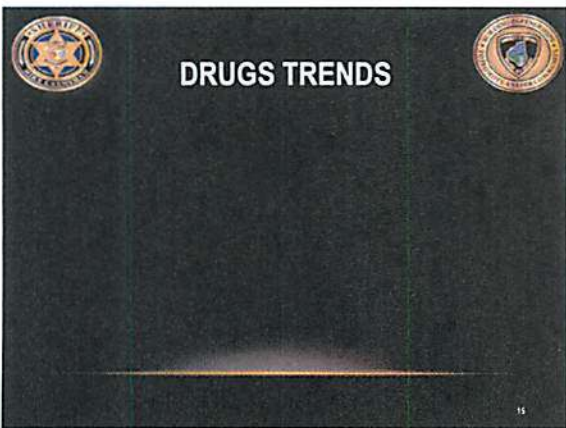
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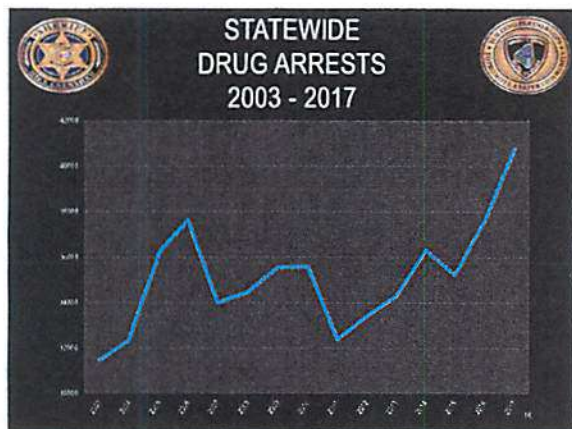
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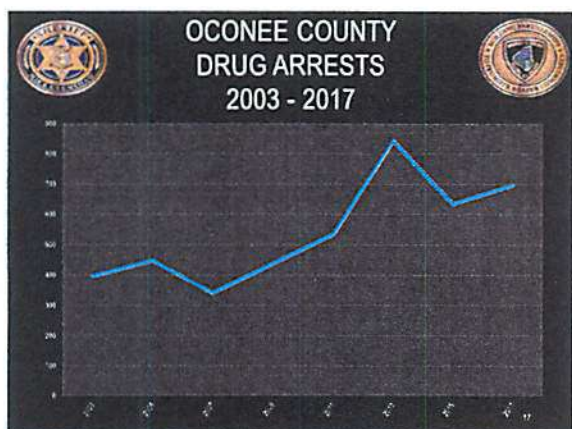
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**DRUG SEIZURE VALUES 2013 - 2019**

LSD	\$6,461.00
Prescription Medication	\$9,870.00
Heroin	\$13,816.00
Crack Cocaine	\$13,986.00
Marijuana	\$668,067.00
Cocaine	\$882,335.00
Methamphetamine	\$2,899,881.30
<b>Total Seizure Value</b>	<b>\$4,494,326.30</b>

Total Cases Worked: 1855  
Averaging: 322 Cases per year by OSCO Narcotics Unit

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**METHAMPHETAMINE**

- ❑ WWII
  - ✓ U.S. and German troops
  - ✓ Japanese Kamikaze Pilots
- ❑ Meth and the brain
  - ✓ Increase activity in neurotransmitters
  - ✓ Increase dopamine and nor-epinephrine
  - ✓ Dopamine-brain positive reinforcements
- ❑ Acute effects
  - ✓ Elevated blood pressure
  - ✓ Euphoria
  - ✓ Invincibility
  - ✓ Extraordinary boost in energy
  - ✓ Convulsion
  - ✓ Stroke
- ❑ Chronic effects
  - ✓ Formication hallucination
  - ✓ Compulsive/repetitive behavior
  - ✓ Lack of sleep/ meth psychosis

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**METHAMPHETAMINE**

- ❑ Street names: crank, crystal meth and speed.
- ❑ The most powerful amphetamines are the methamphetamine. They are produced in clandestine laboratories.
- ❑ Clandestine labs contain highly toxic and potentially explosive chemicals.
- ❑ There are several methods of producing methamphetamine in clandestine labs but the most common method is converting Ephedrine to methamphetamine by using a number of common house hold chemicals.

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**METHAMPHETAMINE (CONT.)**

- ❑ Some common chemicals found in clandestine labs: iodine crystals, salt, battery acid, anhydrous ammonia, starting fluid (either), cold medicine (Ephedrine), red phosphorus matches, road flares, acetone, concentrated sulfuric acid, red devil lye, drano, lithium batteries, liquid fire and camp stove fuel.



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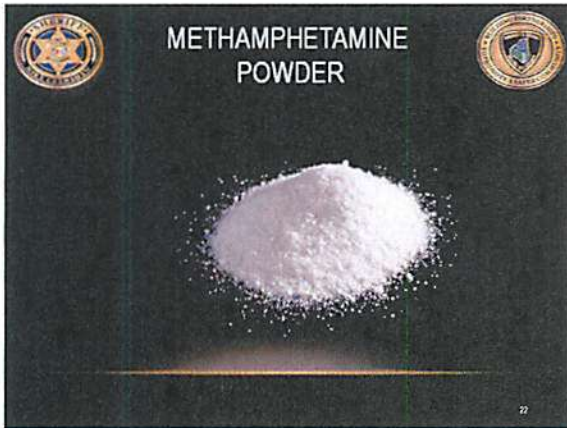
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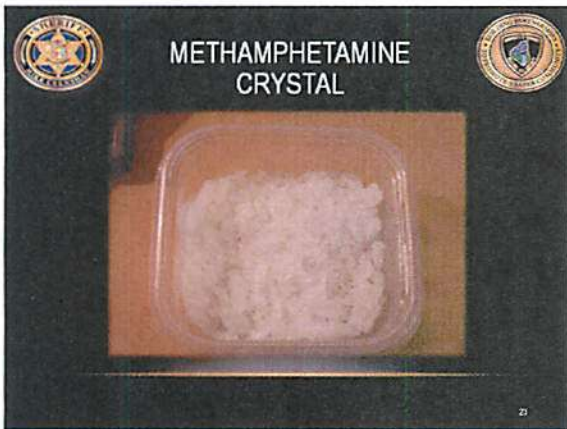
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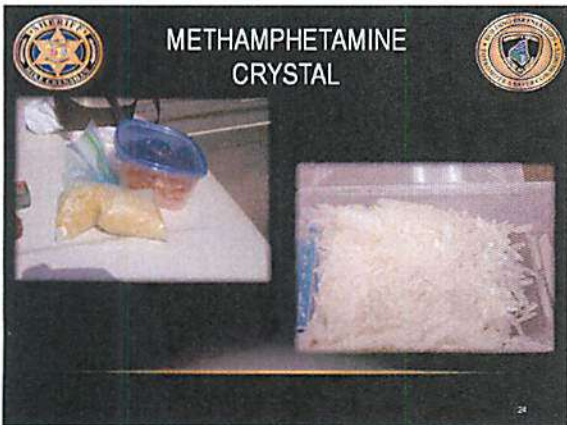
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Opioid used as a recreational drug

Typically injected into a vein

Can be snorted or smoked

Has three times the effect as morphine

Withdrawal symptoms can start within hours of last use

Schedule 1 controlled substance

Made from the opium poppy

# HEROIN

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- Highly addictive
- Dangers include respiratory depression, infected heart valves and blood borne infections
- Overdose
- Overdose treatment is naloxone

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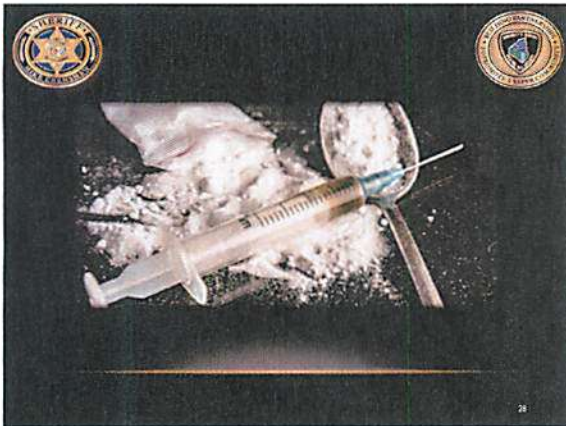
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Is an opioid

50 to 100 times more potent than morphine

Schedule II controlled substance

Used to treat terminally ill patients

Transdermal

Usually mixed with other drugs especially heroin

**FENTANYL** Extremely dangerous

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- Can overdose on a very small amount
- Symptoms of an overdose is going to sleep
- Overdose treatment is naloxone
- May have to use several doses

REAL	FAKE
	

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**PRESCRIPTION PAIN PILLS DISPENSED 2006 – 2018**

YEAR DISPENSED	NUMBER OF LEGAL PRESCRIPTIONS			QUANTITY OF PRESCRIPTION PAIN PILLS DISPENSED		
	PER YEAR	PER WEEK	PER DAY	PER YEAR	PER WEEK	PER DAY
2006				4,440,501 avg	85,394 avg	12,166 avg
2007				4,440,501 avg	85,394 avg	12,166 avg
2008				4,440,501 avg	85,394 avg	12,166 avg
2009				4,440,501 avg	85,394 avg	12,166 avg
2010	96,693	1,859	265	7,072,714	130,014	19,377
2011	103,846	1,997	285	7,736,394	148,777	21,195
2012 (Leap year)	102,866	1,981	281	7,757,635	149,185	21,196
2013	93,241	1,793	255	7,063,435	135,835	19,352
2014	87,525	1,675	267	7,688,544	147,857	21,065
2015	93,875	1,805	257	6,185,871	118,955	16,947
2016 (Leap year)	99,436	1,912	272	8,192,439	157,547	22,384
2017	94,394	1,815	269	7,739,072	148,828	21,203
2018	82,402	1,585	226	6,352,206	122,158	17,403

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**DRUG PREVENTION AND EDUCATION**

- Educating the community
  - Schools- SRO's
  - Businesses
  - Church's
  - Government offices
  - Civic Groups
  - Senior Citizens
  - Medical Profession
- Drug presentation
 

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## SUMMARY

Oconee County continues to be one of the safer counties in the upstate when it comes to violent and property crime based on the per capita numbers reported. Population has increased but crime overall has gone down.

We are seeing an uptick on larcenies along with thefts of ATV's, campers, lawn equipment, etc.

Meth labs down, marijuana production down but yet drug arrests have increased. Illegal drugs are being produced in record numbers and coming from Mexico to Atlanta and Charlotte and the upstate of South Carolina. Methamphetamine, Heroin, Fentanyl seizures have increased.

Prescription pain pills is a problem in Oconee County. The issue of addiction has to be addressed.

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## SUMMARY

- As our population continues to grow, law enforcement MUST continue to grow. I want our county to be the safest county in South Carolina. We do that by having more deputies patrolling our communities, more narcotic agents to work more cases and providing them with a competitive salary to keep experienced officers in our county.
- We continue to leverage new technology such as SMART 911, Pursuit Alert, Crimestoppers texting capability, Sheriff's Office App, Project Lifesaver that we have now.
- We continue to offer hope for citizens with free drug treatment programs for addiction, certification and GED educational opportunities for inmates to reduce recidivism.
- We continue with SRO's in every school building relationships with students and educating them on the dangers of drugs, talking about suicide prevention, advocating no bullying, and supporting the message of always doing the right thing.

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## QUESTIONS

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## **SLIDE 1**

Over the past year, I have been evaluating our efficiencies on crime, how we are allocating our manpower, and needed areas of improvement to be more effective. A leadership tip I got recently said, With football season upon us, everything in the game is marked and measured. It is no different in business or law enforcement. We must know and understand the numbers. If we can't read the scoreboard, we can't tell the winners from the losers.

## **SLIDE 2 INTEL POLICING**

We started last year through Captain Washington's initiative of actually plotting our crime on a county map. Lisa Simmering with the county has been instrumental in helping us get this set up. We refer to it as intel led policing. Some call it POP or Problem Oriented Policing. The idea is instead of patrolling the entire county with limited deputies, we patrol those areas where we have the greater concentrations of crime.

## **SLIDE 3 CRIME MAPS**

This is an example of one of the map overlays. One thing that continues to be consistent is our greatest area of crime in in the larger populated areas. 29678 zip code accounts for 50% of all of our reported crime and calls for service.

## **SLIDE 4 CRIME TOTALS**

These charts came from SLED crime reports and include our entire county including the five city jurisdictions. This is reported crimes of murder, rape, robbery, aggravated assault, burglary, larceny, and motor vehicle theft. In 2001, our county had 2,031 of these crimes. We saw a high of 2,656 in 2012 and the most recent year SLED reported in 2017 was 2,319.

## **SLIDE 5 VIOLENT CRIMES PER CAPITA**

This chart shows the number of violent crimes reported for every 10,000 citizens in a county. County populations vary but this gives a per capita based on every 10,000 people living in a county. Violent crime includes murder, rape, robbery, and aggravated assault. This compares our county to the seven upstate counties around us. In Oconee, we had 56.8 violent crimes for every 10,000 citizens in 2002. We saw a high in 2009 of 58.9 violent crimes but have decreased every year since. In 2017, Oconee County had 26.5 violent crimes for every 10,000 citizens. We can't claim to be the safest county in the upstate for violent crime but we are very close to Abbeville which only has a population of 25,000 citizens.

## **SLIDE 6 DOMESTIC VIOLENCE**

I have been very vocal about domestic violence since taking office. We now have a safe house for victims of DV in our county along with seeing some changes in our law on the state level.

Safe Harbor has been a great partnership for our victims as well as teaching our students about healthy relationships. This chart is just the Sheriff's Office numbers but we have gone from 240 cases in 2013 to 162 in 2019.

## **SLIDE 7 MURDERS**

I looked at each violent crime category as well. Murder is a crime that is often unpredictable as some occur in the heat of the moment such as a drug deal gone bad or a crime of passion.

Since 2001, we have seen a low of zero murders in 2007 to seven in 2013.

## **SLIDE 8 RAPES**

Our county had 16 reported sexual assaults in 2001 with a high of 73 in 2014 but has decreased to 39 in 2017.

## **SLIDE 9 ROBBERIES**

We had 14 in 2001 with a high of 40 in 2007. We saw our lowest number in 2015 with 12. We had 17 and 18 reported in 2016 and 2017.

## **SLIDE 10 AGGRAVATED ASSAULTS**

We have seen a huge decrease in this crime. The high was 353 in 2007 with the lowest in the most recent reported year in 2017 with 144.

## **SLIDE 11 PROPERTY CRIMES PER CAPITA**

This is a comparison of upstate counties for crimes including burglary, larceny and motor vehicle theft. Once again, Oconee County continues to be one of the safer counties to live in the upstate when it comes to property crime per capita. The highest year was 2004 with 314.3 property crimes for every 10,000 citizens. Our lowest year is 2015 with 248.7 of these crimes for every 10,000 citizens. The most recent reported year in 2017 was 275.1. By comparison, Abbeville had 231 property crimes for every 10,000 citizens in 2017.

## **SLIDE 12 BURGLARY**

Burglary includes entering someone's home or business with the intent to commit a crime. Our county has seen a high of 659 burglaries in 2011 with a low of 370 in 2001. We had 387 in 2015 but increased to 463 in 2017.



### **SLIDE 13 LARCENY**

Larceny includes theft where someone does not enter the inside of someone's premises. Our counties lowest year was 2006 with 1,177 along with the highest year in 2013 with 1,484. We dropped in 2015 to 1,356 but back up in 2017 with 1,479.

### **SLIDE 14 MOTOR VEHICLE THEFT**

This category includes automobiles as well as atv's, utv's, lawn equipment, golf carts, side by sides, etc. This is the crime where we have seen our greatest increase by percentage. We have seen a low of 97 in 2014 with the highest in our most recent year on 2017 with 172. One thing we are doing to address this category is planning to host an event where citizens can bring their equipment and we will install a confidential number that is entered into a national system.

### **SLIDE 15 DRUG TRENDS**

I have said from day one that we will never arrest our way out of the drug problem with addressing drug prevention and drug addiction.

### **SLIDE 16 STATEWIDE DRUG ARRESTS**

South Carolina has gone from 31,474 drug arrests in 2003 to 40,775 in 2017.

### **SLIDE 17 OCONEE DRUG ARRESTS**

Our county has also seen an increase. In 2002, there were 258 drug arrests in Oconee with a steady increase since. The highest arrest year was 2013 with 843 but has maintained 600+ to 700+ arrests per year since. When I looked at why my office has decreased in 2017 from 2016, it is due to working higher scale cases which take longer time to investigate.

### **SLIDE 18 DRUG SEIZURES**

This slide shows the dollar amount that our narcotics unit has taken off the street since 2013. 4.4 million in illegal drugs, over 1800 cases averaging over 300 cases per year. This does not include cases made by our uniform patrol or any specialized units which would be an additional 150+ cases.

### **SLIDE 19 METHAMPHETAMINE**

This is just to give you some general information on meth.

**SLIDE 20 METHAMPHETAMINE**

General Information

**SLIDE 21 METHAMPHETAMINE**

General Information

**SLIDE 22 METHAMPHETAMINE**

Powder

**SLIDE 23 METHAMPHETAMINE**

Crystal Meth – Ice

**SLIDE 24 METHAMPHETAMINE**

Comes in different colors to sometimes identify the manufacturer or link to a criminal organization or simply to market a product.

**SLIDE 25 HEROIN**

We have seized more in the last year than any previous year.

**SLIDE 26 HEROIN**

Informational

**SLIDE 27 HEROIN**

Liquid form

**SLIDE 28 HEROIN**

Continued

**SLIDE 29 FENTANYL**

More potent than heroin or morphine. Opioid group of drugs.

**SLIDE 30 XANAX**

Drug Dealers using pill presses to market opioids. Many laced with fentanyl

**SLIDE 31 OPIOIDS**

Potential lethal doses

### **SLIDE 32 PRESCRIPTION PILLS**

This is a concerning chart. This data was recently released by the DEA. This shows the number of legal prescriptions taken to pharmacies in Oconee County as well as the number of pain pills dispensed in our county over the last several years.

### **SLIDE 33 DRUG PREVENTION**

Education and prevention needs to be everyone's responsibility. We are more than willing to do our part. Your commitment to placing a resource officer in every school in our county gives us an opportunity to educate our youth on the addictiveness and dangers of these drugs.

### **SLIDE 34 SUMMARY**

In addition to crimes per capita for upstate counties, I looked at counties equal or close to Oconee's population for 2017 crime. In looking at Lancaster, Kershaw, Orangeburg, Georgetown, Darlington, Greenwood, and Laurens Counties, the population varies from 61,000 in Georgetown to 89,000 in Orangeburg. Lancaster, Kershaw, and Oconee were the top three for crimes per capita. Oconee was the second lowest on violent crime and the third lowest on property crime.

The prescription pill numbers are alarming. My narcotics unit is spending all of their time working meth, heroin, fentanyl, and cocaine cases. I believe we are being efficient with the funds you are allocating to me but we need to do even more which will require additional manpower. The drug cartels are organized to exploit the weaknesses and vulnerabilities of American culture for maximum profit. For example, when some states passed laws for medical and recreational marijuana use, the Cartels hired professional market researchers that told them higher profits could be made by shifting their focus to heroin, methamphetamines, fentanyl, synthetic opioids that would appeal to American opioid addicts.

The CDC estimates that the economic burden of the opioid crisis is \$78.5 billion per year in additional healthcare costs, addiction treatment, criminal justice involvement, etc. The negative impact on families is even more.

### **SLIDE 35 SUMMARY**

We expect to find out this month if we were awarded the grant for additional manpower with a concentration on traffic issues. I ask you to consider accepting this grant if awarded as it will allow us to not only address traffic concerns but others issues as well. A citizen complaining about a lot of traffic in and out of a neighborhood can be addressed by this unit. Increased traffic along with student housing from Hartwell Village to The Pier will require additional manpower. We do not mind working 27/7/365 to combat the illegal drugs coming into our county. Are we willing to fund more manpower to combat the source of these drugs? We have seen meth labs go down. We no longer have the large marijuana field's being grown. The source of illegal drugs coming into our county is outspending us dramatically.

Sheriff's Office salaries are not competitive in the upstate. I have the numbers if you want to see them but most every other agency around us is paying higher entry level salaries. Just last week, Pickens County is advertising entry level for their new jail at \$37,422 while we are at \$34,500. Through the middle of next year, I will have lost eleven career employees to retirement since the end of last year. These are employees with 25-35 years of experience. I have started looking at different ways to recruit and advertise for positions. You can pay for a salary study. I have no problem with it but I have done my own salary study and we are simply not getting the TCTC Criminal Justice graduates to apply when other agencies are paying more money. I feel very fortunate to have the employees I have working today but we are fairly young and inexperienced. I do not want us to get them trained only to lose them to higher paying agencies.

Drug prevention and education is ahead of the curve now that we have the SRO's. We will continue to arrest the drug dealers and drug users but I want to do more to make sure we are offering addiction treatment to the users. I met with Christ Central last week. The biggest hurdle has been getting the fire sprinkler system installed in the old jail. It is almost complete. They will be offering a three month and a ten month in house drug addiction program as well as a twelve week non-residing program. This would be for someone willing to just go one day a week for a few hours. If we can get them started, many will hopefully continue. This 12 week program would also be for an employer with an employee that has failed a drug test but wants to keep the employee and put them through a program for addiction. They currently have day programs going on in our detention center.

I am in discussion with TCTC in working out the details to offer certification program training to inmates with employers willing waiting to hire them with a record and pay them about \$15.00 -\$18.00 per hour starting pay. We pay our deputies \$15.52 per hour. We should be very proud of a low unemployment rate. It has a negative impact on public safety when other higher paying jobs are available